

## AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/ COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, APRIL 17, 2018 – 6:00 PM

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

RON MORRISON Mayor

ALBERT MENDIVIL Vice Mayor

JERRY CANO Councilmember

MONA RIOS Councilmember

ALEJANDRA SOTELO-SOLIS Councilmember

1243 National City Blvd. National City 619-336-4240

Meeting agendas and minutes available on web

WWW.NATIONALCITYCA.GOV

the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

#### **OPEN TO THE PUBLIC**

#### A. CITY COUNCIL

**CALL TO ORDER** 

**ROLL CALL** 

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

**PROCLAMATIONS** 

**AWARDS AND RECOGNITIONS** 

#### **PRESENTATIONS**

- 1. <u>Introduction of Interim Human Resources Director Irene Mosley.</u> (City <u>Manager)</u>
- 2. <u>Update on Community Service Day Projects to be held on Saturday, April 28, 2018. (Community Services)</u>

#### **INTERVIEWS / APPOINTMENTS**

3. <u>Interviews and Appointments: SANDAG Shoreline Preservation Working</u>
Group. (City Clerk)

#### **CONSENT CALENDAR**

- 4. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)
- Approval of the Minutes of the Adjourned Regular Meeting of the City Council of the City of National City of November 7, 2017, Special Meeting of the City Council of the City of National City of November 21, 2017, and the Regular Meetings of the City Council and Community Development Commission Housing Authority of the City of National City of November 21, 2017 and December 5, 2017. (City Clerk)
- 6. Resolution of the City Council of the City of National City authorizing 1) the Mayor to execute the Standard Assurances for the FY17 State Homeland Security Grant Program and the Proof of Authority required therein and 2)

the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \$51,472 for FY17 State Homeland Security Grant Program funds for a reimbursable grant purchase of equipment for the Police and Fire Departments. (Fire)

- 7. Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement between the City of National City and Meritage Systems, Inc., to provide online plan submittal and tracking services for Building, Engineering, Planning and Fire, through the Meritage website. Meritage and EsGil are both subsidiaries of Safebuilt; and as such, an amendment to the City's agreement with EsGil will allow the City to pay Meritage for the enhanced tracking system utilizing monies collected during the plan review and permit issuance process. (Building/Fire)
- 8. Resolution of the City Council of the City of National City authorizing the Mayor to sign the First Amendment to the Agreement between the City of National City and EsGil Corporation to amend Section 5 (Compensation and Payment) to increase compensation by one percent (1%) from sixty-five percent (65%) to sixty-six percent (66%) to pay all annual costs (i.e. \$11,400) of the Meritage Systems, Inc., annual support & license fees. (Funded by monies collected by fees charged during the Plan review and Permit issuance process. (Building/Fire)
- 9. Resolution of the City Council of the City of National City 1) authorizing the Chief of Police to enter into a Memorandum of Agreement with the County of San Diego (San Diego Sheriff's Department and Probation Department) and municipal law enforcement agencies throughout the County for program support of the Regional Realignment Response Group (R3) for the program period retroactive from July 1, 2017 to June 30, 2022, and 2) authorizing the acceptance of the grant funds and the establishment of an appropriation and corresponding revenue budget for the R3 grant in the amount of \$45,000. (Police)
- 10. Resolution of the City Council of the City of National City 1) accepting the work performed by Dick Miller, Inc. for the Plaza Boulevard Widening "N" Avenue to I-805, CIP No. 16-01; 2) ratifying the execution of Change Order No. 50 in the amount of \$183,135.00 for additional asphalt repairs; 3) approving the final contract amount of \$2,082,354.67; 4) ratifying the release of retention in the amount of \$104,117.73; and 5) ratifying the filing of the Notice of Completion for the project. (Engineering/Public Works)
- 11. Resolution of the City Council of the City of National City authorizing the City Manager to execute Proposition 84 Clean Beaches Initiative Program
  Grant Agreement No. D1712675 between the State Water Resources
  Control Board and the City of National City for the Paradise Creek

- Biofiltration Project in the amount of \$1,344,425 and authorizing corresponding revenue and expenditure accounts.. (Engineering/Public Works)
- Resolution of the City Council of the City of National City approving the following list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017: 1) Euclid Avenue Street Resurfacing and 2) Palm Avenue Street Resurfacing; and authorizing the establishment of a Gas Tax Fund appropriation of \$1,016,456 for Fiscal Year 2019 and corresponding revenue budget for receipt of RMRA funds. (Engineering/Public Works)
- 13. Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of E. 16th Street and Earle Drive to improve visibility at the intersection and at the crosswalk (TSC No. 2018-01). (Engineering/Public Works)
- 14. Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersections of Palm Avenue with E. 14th Street and E. 15th Street in order to improve visibility at the intersections (TSC No. 2018-02). (Engineering/Public Works)
- 15. Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with signage in front of the residence located at 110 E. 17th Street (TSC No. 2018-03). (Engineering/Public Works)
- 16. <u>Investment transactions for the month ended February 28, 2018.</u> (Finance)
- 17. Warrant Register #36 for the period of 02/28/18 through 03/06/18 in the amount of \$2,947,898.30. (Finance)
- 18. Warrant Register #37 for the period of 03/07/18 through 03/13/18 in the amount of \$1,787,481.46. (Finance)

#### PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

- 19. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Chapter 10.43 of the National City Municipal Code concerning alcohol and illegal drug offenses by minors and juveniles. (City Attorney)
- 20. Public Hearing to consider whether to adopt a Resolution of the City Council of the City of National City approving or denying a Conditional Use Permit and Coastal Development Permit for a gas station and

- convenience store with beer and wine sales to be located at 724 Civic Center Drive in the Coastal Zone. (Applicant: Stosh Podeswik) (Case File 2017-03 CUP, CDP) (Planning)
- 21. Public Hearing to consider whether to adopt a Resolution of the City Council of the City of National City approving or denying a Zone Variance to waive the minimum street wall requirement for a multi-family development located at 1628 Orange Street. (Applicant: Keith Robinson) (Case File 2017-27 Z) (Planning)

#### NON CONSENT RESOLUTIONS

22. Resolution of the City Council of the City of National City, 1) ratifying the declaration of emergency work to repair portions of a deteriorated sewer main and lateral in response to a wastewater discharge; and 2) ratifying the waiving of competitive bidding procedures under emergency conditions consistent with the provisions included in Section 22050 "Emergency Contracting Procedures" of the California Public Contract Code and Chapter 2.62 "Alternative Bid Procedures for Public Projects," Section 2.62.070 "Emergencies" of the National City Municipal Code. (Engineering/Public Works)

#### **NEW BUSINESS**

- 23. <u>City Council Legislative Recess. (City Manager)</u>
- 24. To consider a Motion to direct the City Attorney to hire outside counsel to conduct an investigation into the allegations that Councilmember Cano violated State law, which includes, but is not limited to, Government Code Section 87100 as it relates to influencing a governmental decision or staff decision in which he knows or has reason to know he has a financial interest, as well as, investigating any other allegations by or against Councilmember Cano. (City Attorney)

#### B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

#### **CONSENT RESOLUTIONS - HOUSING AUTHORITY**

25. Resolution of the Community Development Commission-Housing Authority (CDC-HA) of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is not-to-exceed \$97,000 to be and remain a lien prior and superior to a home purchase assistance loan on a single-unit property located at 1832 "E" Avenue in National City. (Housing & Economic Development)

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY
NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

#### **NEW BUSINESS - HOUSING AUTHORITY**

#### C. REPORTS

STAFF REPORTS

**MAYOR AND CITY COUNCIL** 

**CLOSED SESSION REPORT** 

#### ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - May 1, 2018 - 6:00 p.m. - Council Chambers - National City, California.

Budget Schedule - FY 2019:

Tuesday, May 8, 2018, 5:00 p.m. - Budget Workshop / Preliminary Budget Presentation

Tuesday, May 29, 2018, 5:00 p.m. - Budget Workshop

Tuesday, June 19, 2018, 6:00 p.m. - Budget Hearing / Adoption

No June 5, 2018 City Council Meeting due to the Special Municipal Election

The following page(s) contain the backup material for Agenda Item: Introduction of Interim Human Resources Director Irene Mosley. (City Manager)

Item # \_\_\_\_ 04/17/18

## INTRODUCTION OF INTERIM HUMAN RESOURCES DIRECTOR IRENE MOSLEY

(City Manager)

The following page(s) contain the backup material for Agenda Item: Update on Community Service Day Projects to be held on Saturday, April 28, 2018. (Community Services)

Item # \_\_\_\_ 4/17/18

Update on Community Service Day projects to be held on Saturday, April 28, 2018. (Community Services)

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: SANDAG Shoreline Preservation Working Group. (City Clerk)

## CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018	AGE	NDA ITEM NO.
ITEM TITLE:		
Interviews and Appointments: SANDAG S	horeline Preservation Working Group. (Cit	y Clerk)
PREPARED BY: Michael R. Dalla	DEPARTMENT: City Clerk	
PHONE: 619-336-4226	APPROVED BY:	
EXPLANATION:		
In February the SANDAG Regional Plannin Preservation Working Group charter. One representatives from the Cities of Chula Vista	of these changes is the addition of t	
A primary and alternate member to the Shore the City Council. Chula Vista has already made		be appointed from
Information regarding the Shoreline Preservat the following link:	tion Working Group can be found on the S	ANDAG web site at
http://www.sandag.org/index.asp?committeeid	=26&fuseaction=committees.detail	
FINANCIAL STATEMENT:	APPROVED:	Finance
ACCOUNT NO.	APPROVED:	MIS
ENVIRONMENTAL REVIEW:		
ORDINANCE: INTRODUCTION: FINA	L ADOPTION:	
STAFF RECOMMENDATION:	E ADOFTION.	
Make two appointments.		
BOARD / COMMISSION RECOMMENDATION:		
ATTACHMENTS:		
SANDAG e-mail dated 02-06-2018.		

#### **Cheryl Newell**

From:

Mike Dalla

Sent:

Wednesday, April 04, 2018 6:21 PM

To:

Cheryl Newell

Subject:

FW: Shoreline Preservation Working Group appointments

Importance:

High

From: Lero, Tessa [mailto:Tessa.Lero@sandag.org]

Sent: Tuesday, February 06, 2018 3:39 PM

**To:** Ron Morrison < <a href="mailto:RMorrison@nationalcityca.gov">RMONA Rios < <a href="mailto:MonaRios@nationalcityca.gov">Mona Rios <a hr

'ghalbert@chulavistaca.gov' <<u>ghalbert@chulavistaca.gov</u>>; 'kbacon@chulavistaca.gov' <<u>kbacon@chulavistaca.gov</u>>; Leslie Deese <<u>LDeese@nationalcityca.gov</u>>; 'lleon@nationalcityca.gov' <<u>lleon@nationalcityca.gov</u>>; 'Kerry Bigelow' <<u>KBigelow@chulavistaca.gov</u>>; Mike Dalla <MDalla@nationalcityca.gov>

Cc: Pierce, Sarah < Sarah. Pierce@sandag.org>

Subject: Shoreline Preservation Working Group appointments

Importance: High

SANDAG Board members and City Managers/City Clerks:

At last Friday's meeting, the Regional Planning Committee approved changes to the SANDAG Shoreline Preservation Working Group charter. One of these changes is the addition of two new members: representatives from the Cities of Chula Vista and National City.

If you or staff have any questions regarding this appointment, Keith Greer, Principal Regional Planner, is the Project Manager, and can be reached at phone: (619) 699-7390, email: keith.greer@sandag.org. In addition, you also may contact Sarah Pierce, Regional Environmental Planner, at phone: (619) 699-7312; email: <a href="mailto:sarah.pierce@sandag.org">sarah.pierce@sandag.org</a>.

Information regarding the Shoreline Preservation Working Group can be found on the SANDAG web site at the following link:

http://www.sandag.org/index.asp?committeeid=26&fuseaction=committees.detail

As per SANDAG policy, please provide me in writing notice of your city appointment to the Shoreline Preservation Working Group.

Thank you, tessa

Tessa Lero, CAP, OM, TA Clerk of the Board and Executive Assistant to the Executive Director

SANDAG (619) 699-1991 office (619) 405-9334 cell 401 B Street, Suite 800, San Diego, CA 92101



The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # \_\_\_\_ 04/17/18

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Adjourned Regular Meeting of the City Council of the City of National City of November 7, 2017, Special Meeting of the City Council of the City of National City of November 21, 2017, and the Regular Meetings of the City Coun

Item # \_\_\_\_ 04/17/18

APPROVAL OF THE MINUTES OF THE ADJOURNED REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF NOVEMBER 7, 2017, SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF NOVEMBER 21, 2017, AND THE REGULAR MEETINGS OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF NOVEMBER 21, 2017 AND DECEMBER 5, 2017.

(City Clerk)

#### DRAFT DRAFT DRAFT

## MINUTES OF THE ADJOURNED REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION -- HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

#### DOWNTOWN SPECIFIC PLAN WORKSHOP

November 7, 2017

The Adjourned Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 4:38 p.m. by Mayor / Chairman Ron Morrison.

#### ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis. Administrative Officials present: Dalla, Deese, Duong, Morris-Jones, Parra, Raulston, Roberts, Rodriguez, Stevenson, Vergara, Williams.

#### PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

## SPECIFIC PLAN - DOWNTOWN (417-01-09) MUNICIPAL CODE 2017 (506-02-32)

 Ordinance No. 2017-2441. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending the Downtown Specific Plan (Applicant: City-Initiated Land Use Amendment) (Case File 2017-24A) (Planning)

RECOMMENDATION: Adopt the Ordinance amending the Downtown Specific Plan based on the updated draft with Planning Commission and that the staff return in six months with proposed housing policies and or Ordinances that address affordability and provide consistency with State laws.

PRESENTATION: Staff presentations were made on the proposed Updated Draft Land Use Plan.

Note: All presentation materials are attached as Exhibit "A".

**TESTIMONY:** Irvin Martinez, National City, representing Alliance Californians for Community Empowement (ACCE) said there was a need for more community input and concern about housing affordability.

Paola Martinez, representing ACCE, said market rate housing would not meet the needs of residents and there are many tenant based housing issues in the city that need attention and requested more time to get the community involved in the issues.

Adriana Huerta, National City, said she did not receive any notice at her home regarding the meeting and that the community needs more time to address the housing needs of current residents.

#### PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

#### SPECIFIC PLAN – DOWNTOWN (417-01-09) MUNICIPAL CODE 2017 (506-02-32)

1. TESTIMONY (cont.):

Semilla Luna Marquez, National City, expressed concern about gentrification that is already taking place in the city and the need for a more compassionate and human centered approach to development.

Martha Ramon, National City, St. Anthony's Church, spoke about the housing problems confronting large and small families and senior citizens and the need to proceed slowly so the people can be more involved in expressing their needs for housing. Nancy Estolano, questioned the proposed height limitations, limiting the number of units is each zone and a change in the number of FAR's permitted.

Jose Lopez, representing ACCE, requested a delay in voting to get more community input regarding rent control, displacement and inclusionary housing.

Fabio Rojas, National City, spoke about gentrification, inclusionary housing, rent control, affordable housing and density bonuses.

Janice Martinelli, National City, speaking for Historical Society, expressed concern about the impacts of installing parking meters.

Dr. Kyra Green, Executive Director of Center on Policy Initiatives, spoke about of importance of keeping housing costs down so that existing residents will not be displaced.

Jose Rodriguez National City, spoke about the high cost of rent, the long waiting list for Section 8, the impacts on seniors and the need for delay to get more community input.

ACTION: Motion by Sotello, seconded by Rios, to continue the hearing to Rebruary 13<sup>th</sup>. Motion failed by the following vote, to-wit: Ayes: Rios Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

Motion by Cano, seconded by Morrison, to close the Public Hearing. Motion carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: Sotelo-Solis. Abstain: None. Absent: None.

Motion by Cano, seconded by Mendivil, to adopt the Ordinance. Motion carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Abstain: None. Absent: None.

NOTE: A copy of all presentation materials is attached as Exhibit "A".

Members retired into Closed Session at 5:32 p.m.

#### CITY COUNCIL

#### **CLOSED SESSION**

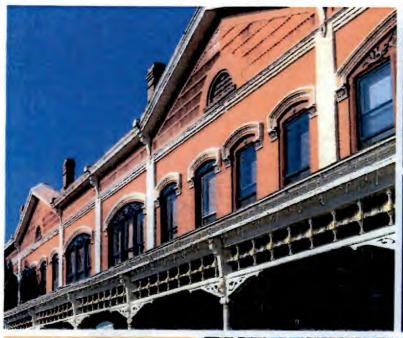
- Conference with Legal Counsel Potential Litigation
   Significant Exposure to Litigation under Government Code Section 54956.9(d)(4)
   Three Potential Cases
- 3. Conference with Legal Counsel Potential Litigation
  Significant Exposure to Litigation under Government Code Section
  54956.9(d)(4)
  Notice of Intent to Sue for Violations of Clean Water Act & Notice of
  Imminent and Substantial Endangerment and Intent to Sue for Violations
  of the Resource Conservation and Recovery by International Boundary
  and Water Commission and Veolia Water North America. West, LLC

ACTION: The Closed Session was continued until after the Regular Meeting of the City Council and Community Development Commission — Housing Authority of the City of National City scheduled for 6:00 p.m.

#### **ADJOURNMENT**

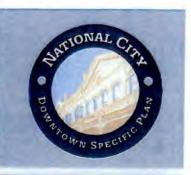
Motion by Cano seconded by Mendivil, to hold the Closed Session after the Regular Meeting and to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission — Housing Authority of the City of National City to be held - Tuesday — November 7, 2017 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 6:07 p.r.	
	City Clerk
The foregoing minutes were ap	oproved at the Regular Meeting of April 17, 2018.









Downtown National City Specific Plan
CITY COUNCIL MEETING
November 7, 2017











## Agenda



1) PLAN OVERVIEW



4) CIRCULATION



2) LAND USE



5) DESIGN GUIDELINES



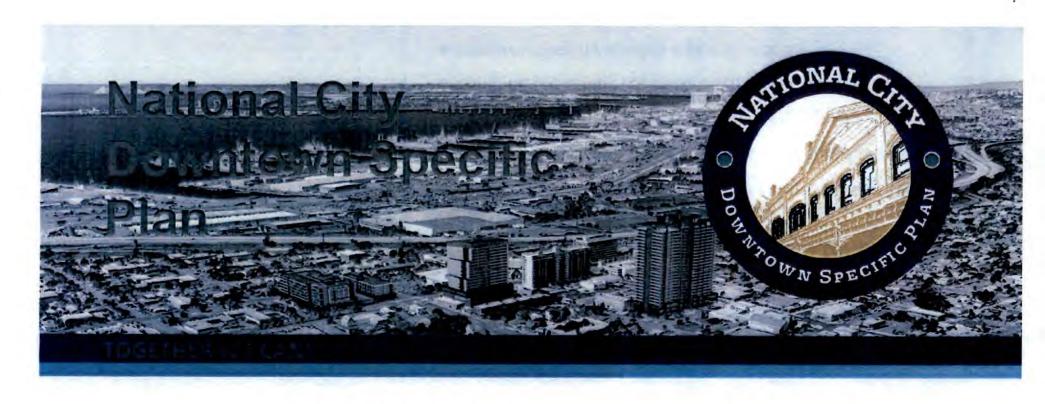
3) PARKING



6) CEQA/REVIEW PROCESS

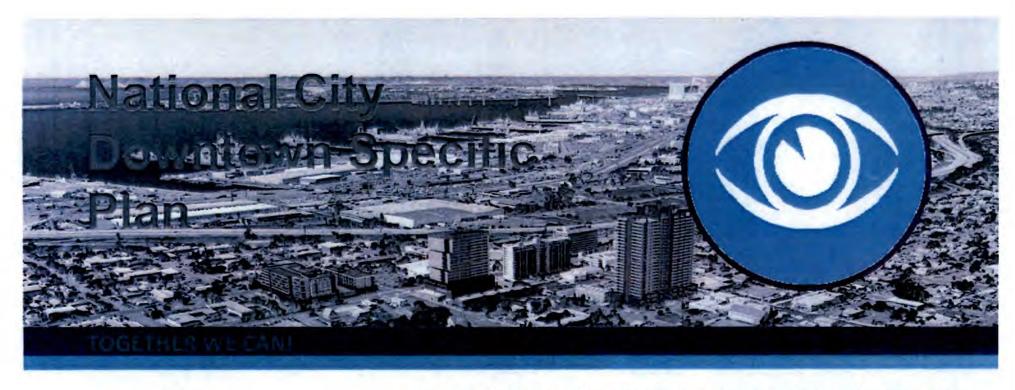


7) STAFF RECOMMENDATION



## Action Requested-Staff Recommendation:

Adopt the Ordinance amending the Downtown Specific Plan based on updated draft with Planning Commission recommendations.



## 1 Plan Overview

- Funded through a SANDAG Smart Growth Incentive Program Grant to provide guidance for the 158-acre downtown to:
  - o Integrate smart growth policies and transit supportive planning
  - o Provide innovative smart parking policies & reduction bonuses
  - o Revitalize downtown by encouraging investment
  - o Enhance the public realm through design guidelines
  - o Improve mobility options and efficiencies

## **Project Schedule**

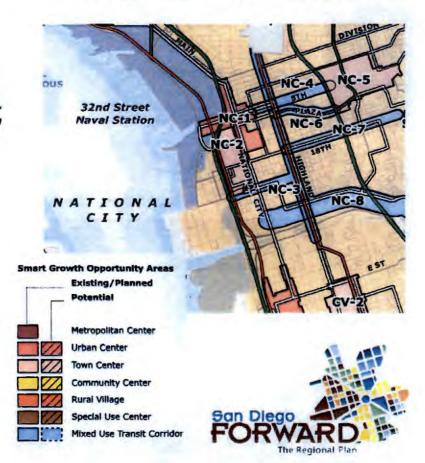




## Smart Growth Incentive Grant Cycle 3 (2015) Scope

## Potential strategies and policies of the DSP Amendment that will help achieve Smart Growth and Smart Parking objectives include:

- Reduce parking requirements if project includes Parking &Traffic Demand Management strategies;
- Support shared parking agreements for developments that are within an acceptable walking distance of an off-street parking facility; and
- Consider a parking district and management plan that is intended to manage parking assets and avoid neighborhood parking impacts.



## What we heard from initial comments and input

- Simplify plan and make "user-friendly."
- Promote housing that serves the community.
- Allow for micro-units.
- Allow bonus units or reduced parking if parking programs & amenities are added.
- Allow a process for density transfer.
- Protect intact neighborhoods and allow for transitions between densities.
- Offer a streamlined process that encourages investment.









## Downtown Specific Plan Amendment Goals and Objectives



### **Economic Investment Objectives**

- Encourage investment in downtown, provide value & encourage partnerships between land owners, developers, businesses & residents
- Coordinate with the Navy, colleges & other institutions to create a more vibrant downtown by encouraging more persons to live & shop in downtown
- Adjust zoning, land uses and development regulations to increase opportunities for the redevelopment parcels as well as other downtown parcels

## Downtown Specific Plan Changes

### The Plan will <u>not</u> change:

- o Land use / zoning
- o Street classifications
- o Floor Area Ratio maximums or minimums (FAR)
- o Density related to 5,500 units (300 built since plan adopted)

### The Plan proposes to change:

- o Defines height restrictions to be more consistent with FAR
- o Redefine "ground-floor retail" as "street activating uses"
- o Suggest an adaptive reuse policy for "main street style" buildings
- o Propose a transfer of development rights in certain circumstances
- o Establish 5 proposed design districts and supporting guidelines
- o Improve review process to include ministerial review options
- o Suggest various intersection and streetscape enhancements
- o Plan for a shuttle system, expanded bike and pedestrian options
- o Implements Parking Action Plan for downtown area
- o Considers methods for attainable housing / affordable by design
- o Allows Institutional (schools) uses with Conditional Use Permit



## **Attainable Housing**

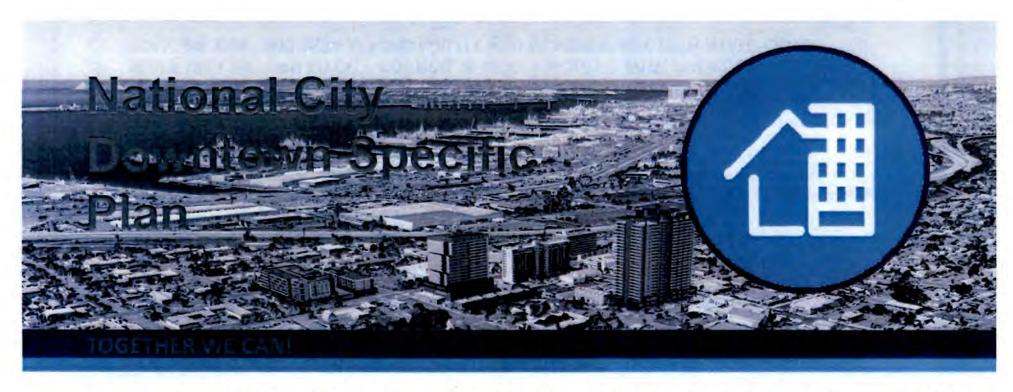
## Numerous bills have passed in 2017 to promote the development of attainable housing in California:

- SB-2: The Building Homes and Jobs Act creates funding by imposing up to a \$225 on certain real
  estate transactions. Over the next five years it is anticipated to raise a total of \$5.8 billion. These funds
  will support homelessness programs and create mixed-income multifamily housing.
- SB-3: This bill would authorize \$4 billion in bonds to finance existing housing programs. This bill would authorize \$3 billion in bonds for the construction of new low-income housing and \$1 billion to the Cal-Vet Farm and Home Loan Program.
- SB-35: Eliminates multiple local planning reviews for projects that meet certain zoning and affordability standards in jurisdictions with lagging housing production rates. The bill also requires qualifying projects to meet prevailing wage standards for construction workers.
- AB-73: Provides local governments with incentives to rezone developments to increase housing density near transit and job centers. At least 20 percent of the housing projects must be low- or middle-income residents. If zoning standards are met, permits will be granted without delay.
- AB-1505: Restores the ability of local governments to require developers to include affordable rental
  units, after an appellate court decision cut off that tool in 2009.
- AB-1521: Owners must accept a qualified offer to purchase the apartment complex from someone who
  pledges to continue renting the home to low-income residents.

### Attainable Housing

- AB-571: This bill would authorize the California Tax Credit Allocation Committee to allocate the farmworker housing credit even if the taxpayer receives federal credits. Farmworker housing is redefined as housing in which at least 50 percent of the units are occupied by farmworkers.
- AB-1397: This bill would require the inventory of land to be available for residential development to meet the locality's housing need for a designated income level.
- SB-166: Pushes cities and counties to plan for their share of low-income and moderate-income housing needed in the region.
- AB-879: This bill instructs cities to determine how long it takes developers to build their projects after they have been approved and then take steps to shorten that time.
- SB-167: Cities that do not comply with a court order to allow development will accrue fines of \$10,000
  per housing unit.
- AB-678: The Housing Accountability Act prohibits a local agency from disapproving, or conditioning
  approval a housing development project for very low, low, or moderate-income, or an emergency shelter
  unless specified written findings based upon substantial evidence in the record are made.
- AB-1515: This bill would specify that a housing development project or emergency shelter is deemed
  consistent with an applicable plan, program, policy, etc. similar if there is substantial evidence that
  would allow to conclude that the housing development project is consistent.
- AB-72: Gives the State housing department more authority to investigate cities that do not follow their housing plans and refers cases to California's attorney general for possible legal action.

STAFF WILL RETURN TO CITY COUNCIL IN NEXT 6 MONTHS WITH PROPOSED HOUSING POLICIES THAT ADDRESS AFFORDABILITY AND CONSISTENCY WITH STATE LAWS



# 2 Land Use

- The plan will continue to focus on encouraging a variety of land uses:
  - Mixed uses help to encourage more local services, jobs and places of business and allows the market to decide best use.
  - o This amendment continues to allow for all previously allowed uses.
  - o The form of the buildings and FARs are more important than dictating the preferred land uses or percentages of mixed uses.

## Downtown Specific Plan Amendment Goals and Objectives



### Land Use and Urban Design Objectives

- Update land use and zoning to better accommodate the previously adopted allowance of 5,200 additional residential units
- Adopt a process for density transfer if public amenities or unique buildings are reused
- Create consistency with state laws density bonus applied to transit areas and ministerial processing requirements

## **Existing Land Uses**

## Existing/Proposed Development Zones

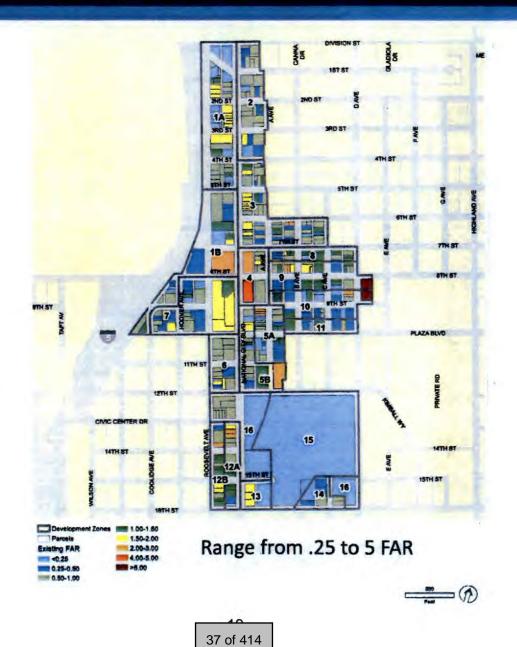


## Minimum Floor Area Ratios

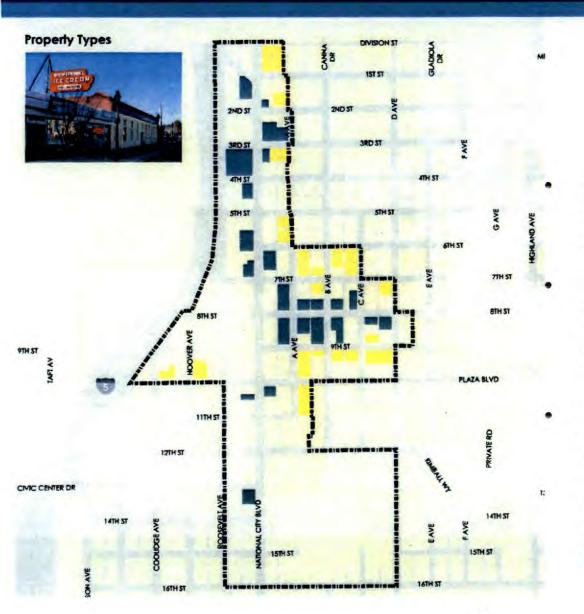
## Maximum Floor Area Ratios



### **Existing Floor Area Ratios**



### Transitional Residential Areas & Adaptive Reuse of Older Buildings



Single Family Neighborhood Various Levels of Intactness

Storefront Main Street Buildings

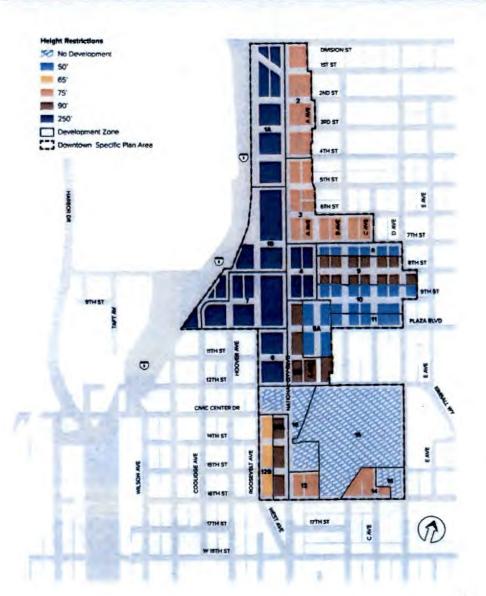
DTSP Boundary

Single family homes need adjacent transitions of land use, form, height and intensity;

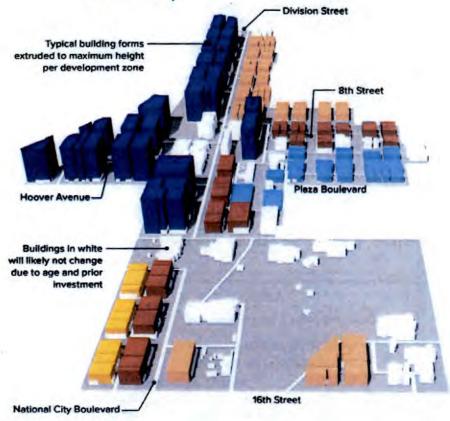
Historic structures and "Main Street Type" character buildings, should be allowed a transfer of development rights; and

"Main Street Type" character buildings should be allowed a development bonus for adaptive reuse that preserves "Main Street" character while meeting minimum FAR & urban design guidelines.

### **Proposed Height Restrictions**

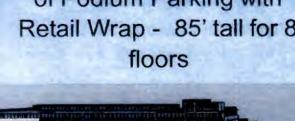


(1a, 1b, 4, 6 & 7 defined as 250'/ 8, & 10 increased from 35' – 50')



### **Development Scenarios- Building Typology**

5 Floors (Type 3 Construction) on 3 floors of Podium Parking with Retail Wrap - 85' tall for 8 floors



10 Floors (Type 1 Construction) on 4 Floors Podium Retail Front / Parking- 165' tall for 14 floors

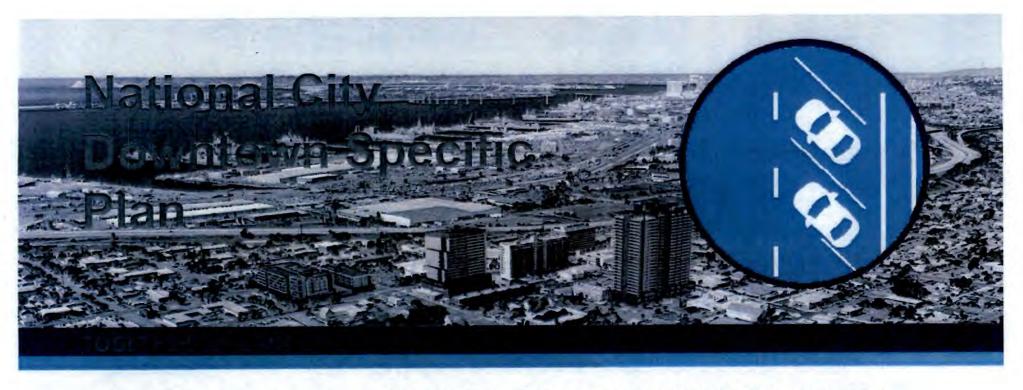


15 Floors (Type 1 Construction) on 3 levels of Podium Parking (+1 underground) with Ground Floor Retail Wrap - 185'-250' tall for 17 - 23 floors



### Development Scenarios-Building Typology Heights (8, 14 & 17 floors) 8 stories (85') 14 Stories (165') 17 Stories (185') with counting 3 stories counting 4 stories wrapped or of parking podium of parking podium underground parking Allowed in 1a, Allowed in 1a, 1b, 1b, 4, 6 & 7 Allowed in 1a 1b, 4, 6 & 7

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## 3 Parking

- Supports and encourages mixed-use, compact development.
- Plans for Future Growth and Parking Demand.
- Creates flexible recommendations that encourages innovation, recognizes trends, builds partnerships, assures feasibility and provides increased management to limit parking impacts.
- Recommends short, mid, and long term solutions.

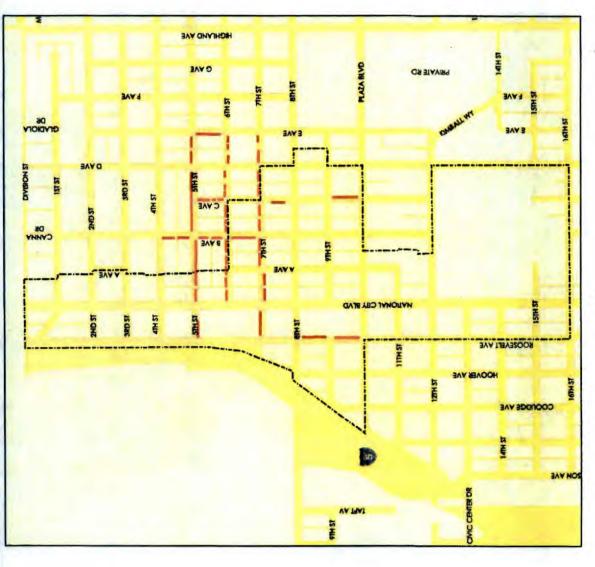
### **Parking Action Plan**



- Approved by City Council on June 20, 2017 to initiate the first phase of parking management implementation for Downtown National City
- Designed as a two-year parking pilot program that considers unique local conditions and national best practices
- Parking Management Strategies to enhance parking enforcement, capacity and utilization:
  - New enforcement technologies
  - Online permit parking system
  - o Conversion of parallel parking to angled parking
  - o Single space parking meters

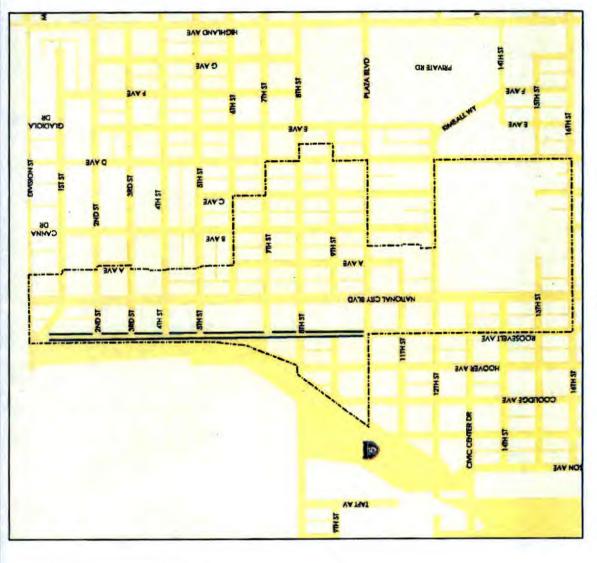
# Locations for Conversion of Parallel Parking to Angled Parking





# Locations for Oversized Vehicle Parking Prohibiti

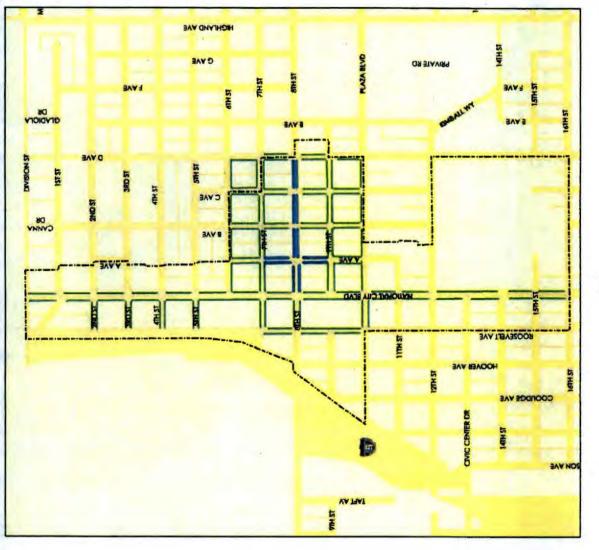




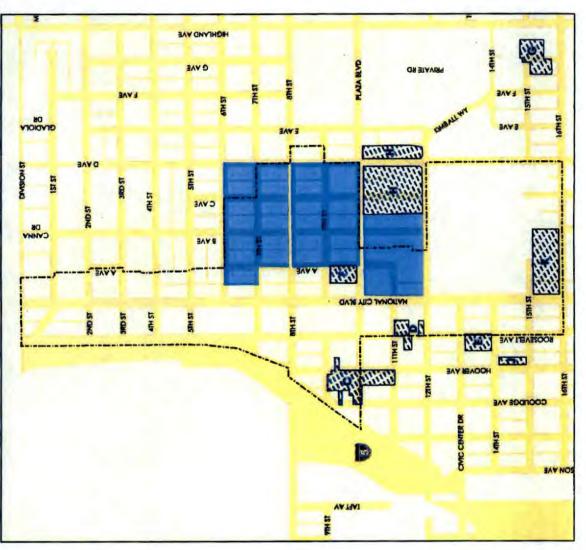
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# Restricted Parking Time 50 Parking Meters Space Single for ocations









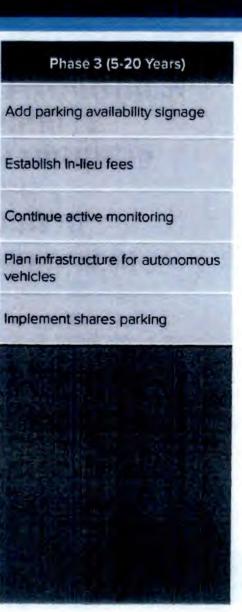
### **Parking Management Implementation**

Phase 1 (1-3) Years
Review enforcement program and ensure consistent enforcement
Invest in enforcement technology
Implement online permit management system
Begin converting parallel parking to angled parking
Review restrictions & fines
Establish parking bonus system for off-street parking/shared parking
Reform off-street requirements
Establish paid parking
Expand residential permit zones

Implement oversized vehicle parking

restrictions

Phase	2 (3-5 Years)
Transition to di	gital permitting
Complete angle conversion	ed parking
Implement acti	ve monitoring
Enhance enforce	cement
Implement parl system	king/transit shuttle
Create parking	manager position
Initiate and refin system	ne the parking bonus
Integrate parkir budget	ng updates Into
Establish a dow benefit district	intown parking
A CONTRACTOR OF THE PARTY OF TH	-

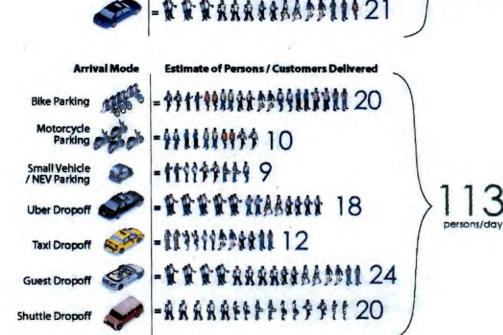


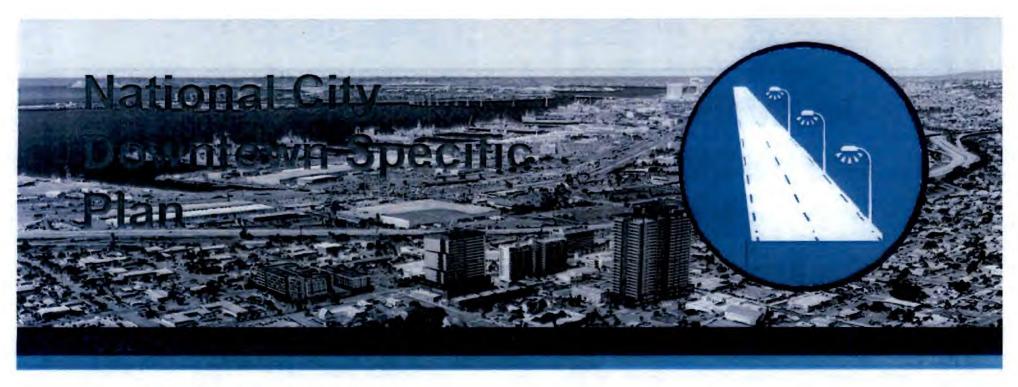
Invest revenue

### Parking Trends Considered

- Land use policies should consider 10-minute walking / biking neighborhoods and overall driving distances in order to reduce vehicle miles traveled.
- Focus on "park once / visit many destinations" planning philosophies.
- Autonomous vehicle's will affect on roadway capacity & parking resources.
- Drop of zones for rideshare / shuttles / autonomous car dropoffs are needed.

### 





## Circulation • Circulation Changes are focused on:

- - o Community Corridors
  - o Alternative Transportation Modes including Walking, Biking, Transit and Shuttle
  - o Proposed Improvements are Focused on Roosevelt Avenue and 8th Street

### **Street Functions and Focus**

### NATIONAL CITY DOWNTOWN SPECIFIC PLAN











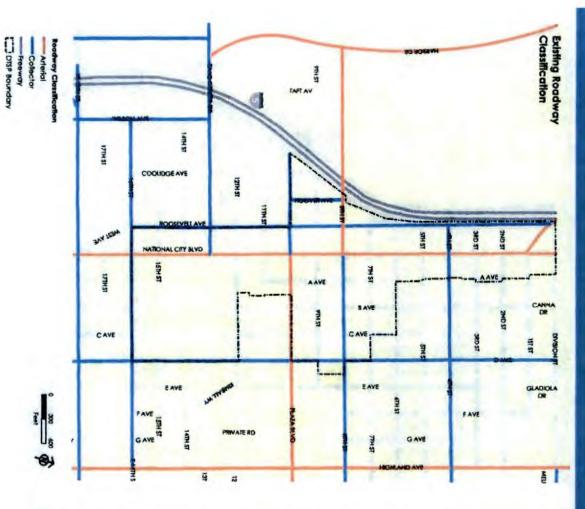






STREET FUNCTION & FOCUS:	Vehicular Through Movements	Transit Support	Improved Bike Access	Improved Walking Environments	Major Traffic Calming	Major Street Trees	Storm Water Innovations	Support / Parking	Sample Streets
STANDARD ROAD CLASSIFICATIONS		d)		FERM					
ARTERIAL	-	-				•			Plaza Blvd. East of NCE
COLLECTOR	,	_	-				Eller.		"D" Avenue
DEVICE RESERVE		120				28	To Ball	3 3 N	
LOCAL STREET				-	-				9th Street
COMMUNITY CORRIDORS									100 E
GREEN STREETS			-	-	•	~	•		"A" Avenue
MULTI-MODAL STREETS				-	,			Control of	Hoover
COMMERCIAL MAIN STREETS		,		_	_	,		-	8th / National City Blvd
			1000					NS TOTAL	
MAIN STREET PARK & WALK STREETS			1		-				Roosevelt

# Street Classification - No Changes

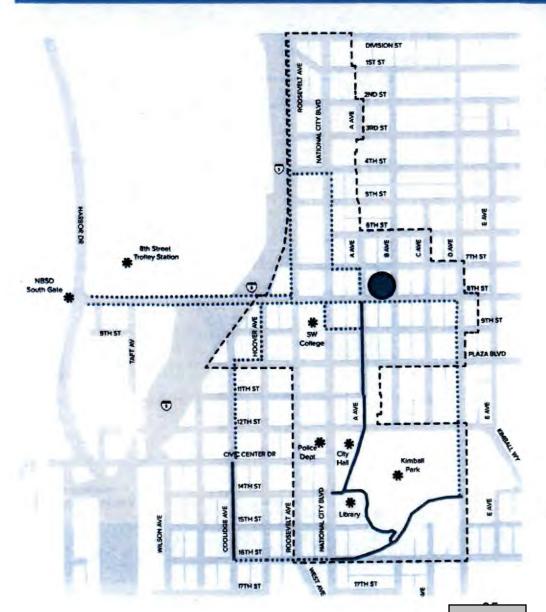






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### Community Corridors- Additions and Sub-Categories



Main Street (8th Street)

Commercial Street (National City Blvd.)

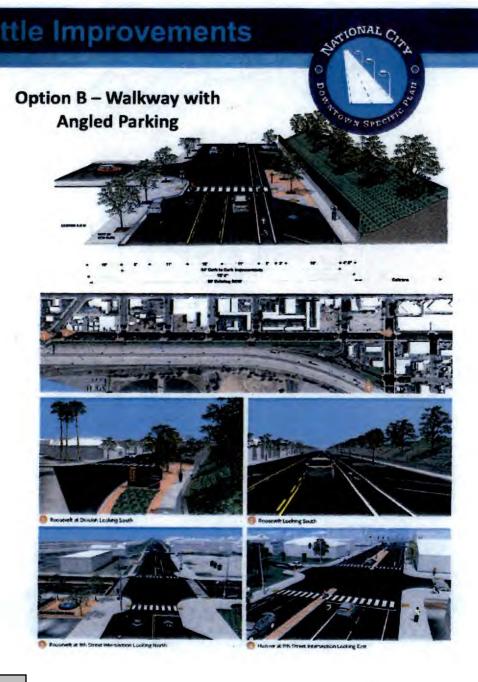
Multi-Modal Street (Roosevelt)

Green Street / Urban Trail ("A" Avenue)



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# Mobility Options- Bike / Ped / Shuttle Improvements Option A - Multi-use Trail with Parallel Parking count at Diesson Looking South Roosewit at 8th Street Interseasion Looking North (crity segment with angled parting)\*



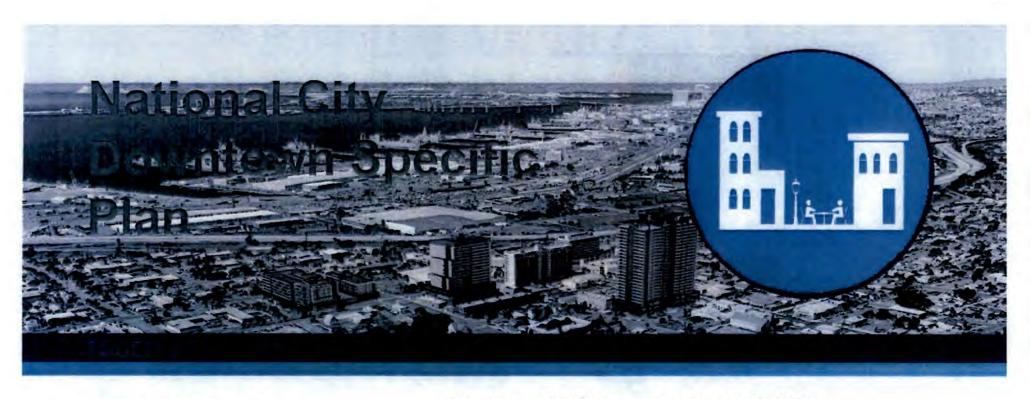
### Circulation Improvements





- Main / Division / National City Blvd.

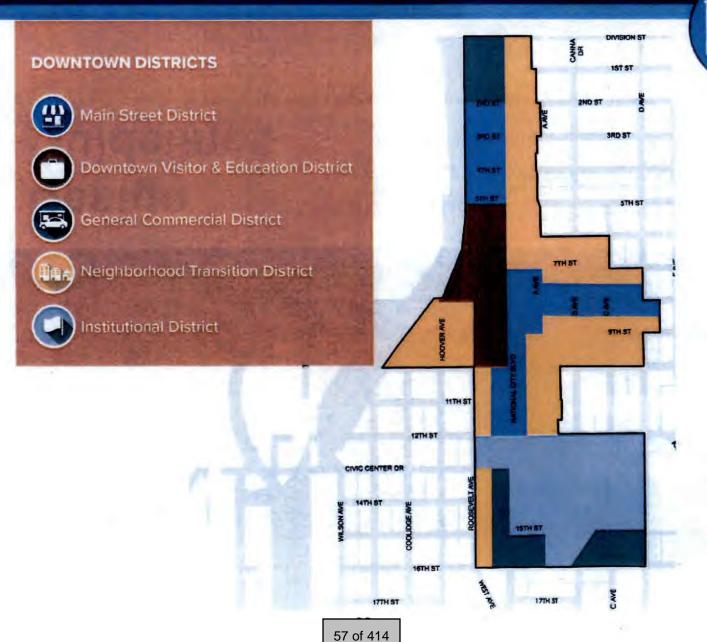
  New Signal & Intersection Reconfiguration
  (with City of San Diego Partnership)
- North & Central Roosevelt Avenue
  Bike, Pedestrian, Parking & Shuttle Improvements
- Roosevelt Avenue & 8th Street Intersection
  Bulb-outs & Enhanced Crosswalks
- Hoover & 8th Street Intersection
  Signalization, Bulb-outs & Enhanced Crosswalk
- I-5 Southbound Off-ramp
  "T" Intersection, Signals, Bulb-outs & Crosswalk
  (with Caltrans Partnership)
- Harbor Drive and 8<sup>th</sup> Street
  "T" Intersection, Signals, Bulb-outs & Crosswalk
  (with Port / Navy Partnership)
- South Roosevelt Avenue
  Bike, Pedestrian, Parking & Shuttle Improvements
  (Southwestern Community College Partnership)



### 5 Design Guidelines

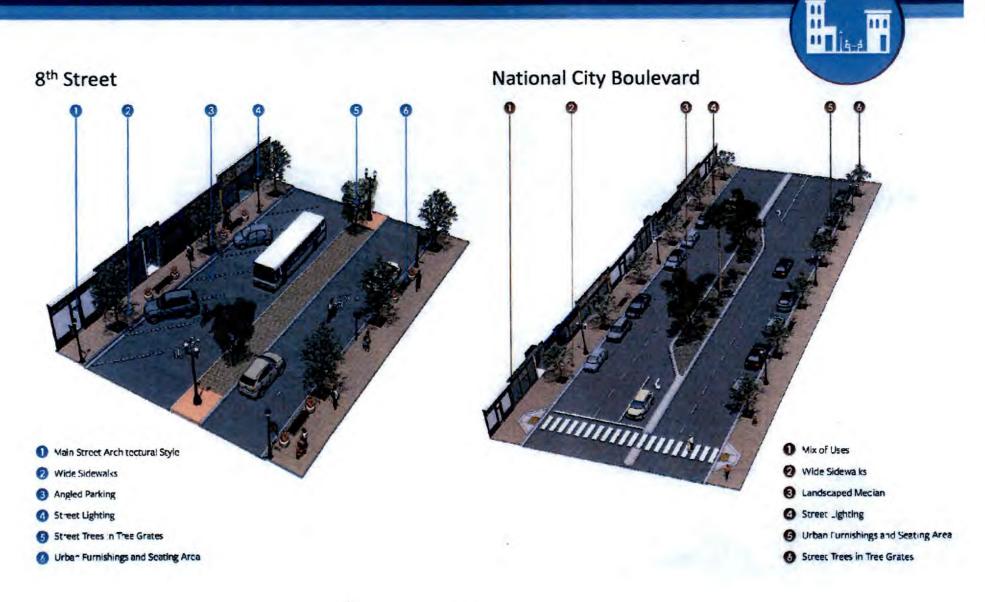
- Design Guidance is provided for:
  - o Building Design (private building improvements)
  - o Public Realm on Private Property
  - o Public Realm in Public Right of Way

### **Urban Design Districts and Guidelines**



# Design Districts and Jrban Form General Commercial District DOWNTOWN DISTRICTS THE STATE OF THE S 58 of 414

### "Main Street" District Guidance



### "General Commercial" District Guidance





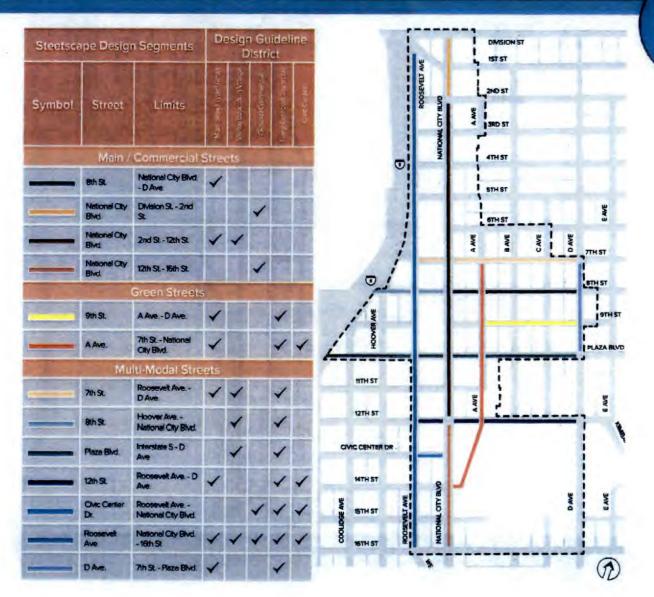
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### "Neighborhood Transition" District Guidance



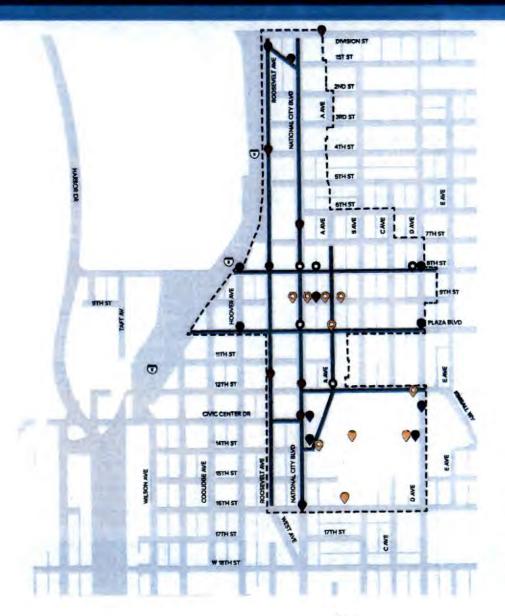


### **Street Segment Design Treatments**





### Wayfinding / Signage Guidance

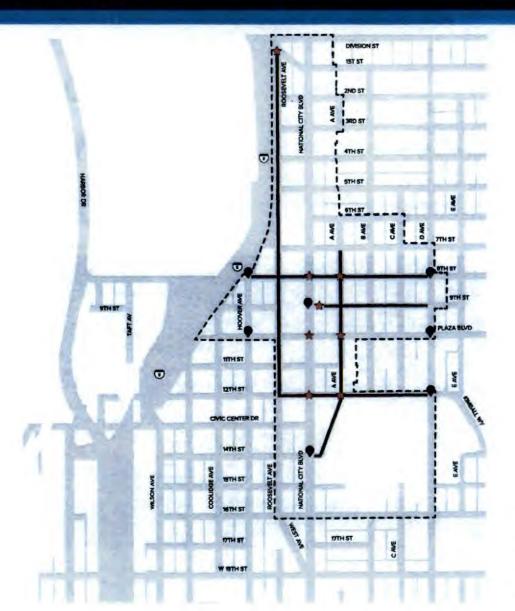




### Legend

- Arrival Monument Sign (3 Proposed)
- Neighborhood Gateway Sign (7 Proposed)
- Street/Iraffic Light Directional Sign (9 Proposed)
- merpretive Sign (3 Proposed)
- Installed Sign (Symbol color varies)
- Wayfinding Banner Corridor
- Downtown Specific Plan Area

### Public Art Guidance





### Legend

Art Node

Art Intersection

Art Corridor

Downtown Specific Plan Area

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### 6 CEQA / Review Process

- Suggested Process Changes:
  - o Allow for Transfer of Development Rights
  - Allow for Unit Bonus or Parking Reduction based on Developer Selected / Funded PTDM Choices
  - o Identify 3 Levels of Project Review including Level 1 Ministerial Review
  - Suggest Staff / Department / Professional Review for Design Guideline Conformance

### **Environmental Review Process**



### **CEQA Review Process for the Amendment**

- Project builds on existing 2005 Specific Plan & 2012 General Plan
- State legislation and CEQA guidance allows for using previous CEQA review
- Changes found in amendment analyzed by an initial CEQA checklist
- Only traffic had the potential of new impacts
- Supplemental traffic memo prepared indicated no new impacts with the implementation of proposed project elements, improvements and policies

### **Traffic / Parking Control Mechanisms**

- Adoption and implementation of the Parking Action Plan
- Integration of the density bonus / parking reduction PTDM element
- Requirement for traffic analysis if 5,500 units exceeded OR development zone units exceeded OR development transfer or any variance that would change standard parking requirement or trip generation of the project





### **Overall Processing Goals:**

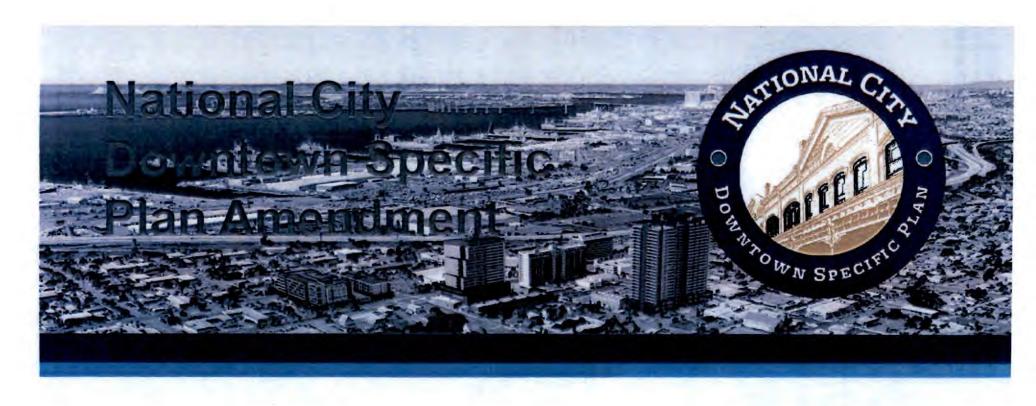
- 1) Identify a ministerial review process.
- Most developer's want to develop a ministerial process since discretionary adds substantial time, costs and lack of confidence in a final outcome.
- State affordable housing & companion unit legislation requires a ministerial process.
- 2) Offer efficient processing & CEQA review.
- Makes housing attainable & affordable by design.
- Attracts investment & delivery of needed housing
- State legislation allows for streamlined CEQA for infill projects in transit supported areas.
- 3) Protect neighborhood from impacts.
- Need parking management and enforcement.
- Require traffic analysis when exceeding standards.
- Establish transition zones near single family areas.
- Institute design guidelines and review process.



### **Action Item**

### **Staff Recommendation:**

Adopt the Ordinance amending the Downtown Specific Plan based on updated draft with Planning Commission recommendations.



Together We Can! Thank you for your input.



### DRAFT DRAFT DRAFT MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY

### November 21, 2017

The Special Meeting of the City Council of the City of National City was called to order at 5:03 p.m. by Mayor / Chairman Ron Morrison.

### ROLL CALL

Council / Board members present: Mendivil, Morrison, Rios Council / Board members absent: Cano, Sotelo-Solis. Administrative Officials present: Dalla, Deese, Morris-Jones, Raulston, Stevenson.

### **OPEN SESSION**

**PUBLIC COMMENTS - None** 

### CITY COUNCIL

1. Conference with Legal Counsel Potential Litigation Significant Exposure to Litigation under Government Code Section 54956.9(d)(4) Two Potential Cases

Members retired into Closed Session at 5:04 pm

### CLOSED SESSION

### CITY COUNCIL

1. Conference with Legal Counsel - Potential Litigation Significant Exposure to Litigation under Government Code Section 54956.9(d)(4) Two Potential Cases

### ADJOURNMENT

The next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City to be held Tuesday, November 21, 2017 at 6:00 p.m. at the Council Chamber, National City, California.

•	City Clerk
The foregoing minutes were approved at the Re	gular Meeting of April 17, 2018.
	Mayor
52	100

### DRAFT DRAFT DRAFT

### MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION -HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

### November 21, 2017

The Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City was called to order at 6:08 p.m. by Mayor / Chairman Ron Morrison.

### ROLL CALL

Council / Board members present: Mendivil, Morrison, Rios, Sotelo-Solis. Council / Board members absent: Cano.

Administrative Officials present: Dalla Deese, Denham, Duong, Manganiello,

Morris-Jones, Parra, Raulston, Roberts, Rodriguez, Stevenson, Vergara, Williams, Ybarra.

### PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

### PUBLIC COMMENTS

Sunshine Horton, shared inspirational messages of hope and appreciation.

### AWARDS AND RECOGNITIONS

### COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017 (102-10-12)

Presentation of the 2017 Circulate San Diego Momentum Award for a 1. Healthy Community to Phase I of Paradise Creek Apartments. (Housing & Economic Development)

### PRESENTATIONS

### COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017 (102-10-12)

- 2017 Community Emergency Response Team (CERT) Academy 2. Graduates. (Fire)
- 3. National City Police Department Body Camera Program Update. (Lt. Robert Rounds) (Police)
- 4. Presentation on Bicycle Sharing Program. (Colin McMahon - Lime Bike) (Engineering/Public Works)

### INTERVIEWS / APPOINTMENTS

### **BOARDS & COMMISSIONS ADMIN (101-1-1)**

5. Veterans and Military Families Advisory Committee. (City Clerk)

ACTION: Motion by Morrison, seconded by Mendivil to appoint Talisin Burton, Shirley Ferrill, Darnisha Hunter, Mona S. Minton, Stepheni Norton and Luz M. Ramirez to the Veterans and Military Families Committee. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

Motion by Morrison, seconded by Sotele-Solis to appoint Meg Storer to the Veterans and Military Families Advisory Committee. Carried by the following vote, to-wit: Aves: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain None. Absent: Cano.

### CITY COUNCIL

### CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 6 (NCMC), Item No. 7 (Minutes), Item Nos. 8 through 17 (Resolution Nos. 2017-218 through 2017-226), Item No. 18 (Temporary Use Permit), Item No. 19 (Newsletter). Item Nos. 20 and 21 (Warrant Registers) Motion by Sotelo-Solis, seconded by Mendivil, to approve the Consent Calendar except for No. 14 and No. 17. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

### MUNICIPAL CODE 2017 (506-2-32)

6. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIKING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

APPROVAL OF THE MINUTES (103-2-1)

7. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF MARCH 21, 2017 AND ADJOURNED REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF FEBRUARY 7, 2017. (City Clerk)

ACTION: Approved. See above.

CONTRACT (C2017-68)

8. Resolution No. 2017-218. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SUBORDINATION AGREEMENT ALLOWING A NEW MORTGAGE THAT IS NOT-TO-EXCEED \$265,100 TO BE AND REMAIN A LIEN PRIOR AND SUPERIOR TO A HOME PURCHASE ASSISTANCE LOAN ON A SINGLE-UNIT PROPERTY LOCATED AT 726 MARIPOSA CIRCLE IN NATIONAL CITY. (Housing & Economic Development)

ACTION: Approved. See above.

**CONTRACT (C2017-67)** 

9. Resolution No. 2017-219. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED TO THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY FOR A SANITARY SEWER EASEMENT WITHIN PHASE II OF THE PARADISE CREEK AFFORDABLE HOUSING PROJECT (APN 560-391-11 & 560-206-08). (Housing & Economic Development) \*\*COMPANION ITEM #25\*\*)

ACTION: Approved. See above.

CONTRACT (C2017-69)

10. Resolution No. 2017-220. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. F014 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE HIGHLAND AVENUE AND E-28TH STREET TRAFFIC SIGNAL IMPROVEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$154,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP); AND 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$154,000 AND CORRESPONDING REVENUE BUDGET. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2017-70)

11. Resolution No. 2017-221. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. F015 WITH THE STATE OF CALIFORNIA DEPARTMENT TRANSPORTATION (CALTRANS) FOR THE FIBER OPTIC TRAFFIC SIGNAL INTERCONNECT EXPANSION PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$501,400 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP); AND 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$501,400 AND CORRESPONDING REVENUE BUDGET. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2015-35)

12. Resolution No. 2017-222. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$37,675 AND CORRESPONDING REVENUE BUDGET FOR THE 18TH STREET BICYCLE ENHANCEMENTS PROJECT FUNDED THROUGH A HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT. (Engineering/Public Works)

ACTION: Adopted. See above.

PARKING & TRAFFIC CONTROL ADMIN (801:02:38).

13. Resolution No. 2017-223. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF STOP SIGNS AT VARIOUS INTERSECTIONS WITHIN THE NEIGHBORHOOD BOUNDED BY E. 4TH STREET TO THE NORTH, E. 8TH STREET TO THE SOUTH, HIGHLAND AVENUE TO THE EAST AND ET AVENUE TO THE WEST IN RESPONSE TO SAFETY CONCERNS BY AREA RESIDENTS (TSC NO. 2017-28). (Engineering/Public Works)

ACTION: Adopted See above.

PARKING & TRAFFIC CONTROL ADMIN (801-02-38)

14. Resolution No. 2017-224. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A RED CURB "NO PARKING" ON THE NORTH SIDE OF E. 18TH STREET ADJACENT TO THE DRIVEWAYS OF "PARKVIEW APARTMENTS" IN ORDER TO ENHANCE SAFETY AND VISIBILITY FOR DRIVERS EXITING. THE APARTMENT DRIVEWAYS (TSC NO. 2017-29). (Engineering/Public Works)

ACTION: Motion, by Rios, seconded by Mendivil to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

PARKING & TRAFFIC CONTROL ADMIN (801-02-38)

15. Resolution No. 2017-225. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSON PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 241 E. 3RD STREET (TSC NO. 2017-30). (Engineering/Public Works)

ACTION: Approved. See above.

PARKING & TRAFFIC CONTROL ADMIN (801-02-38)

16. Resolution No. 2017-226. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSON PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 608 "K" AVENUE (TSC NO. 2017-31). (Engineering/Public Works)

ACTION: Approved. See above.

#### **TEMPORARY USE PERMITS 2017 (203-01-33)**

17. Temporary Use Permit - "Christmas with Kids" hosted by Christmas with Kids at 223 E. 3rd Street on December 25, 2017 from 7 a.m. to 12 p.m. The applicant has requested a waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a TUP subject to compliance with all conditions of approval with no waiver of fees in accordance to City Council Policy 802.

TESTIMONY: Michael Tren, representing the applicant, requested waiver of fees.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to approve with waiver of fees. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis, Nays: None. Abstain: None. Absent: Cano.

#### FINANCIAL MANAGEMENT 2017-2018 (204-1-33)

National City Sales Tax Update Newsletter -- Second Quarter 2017. (Finance)

ACTION: Approved. See above.

#### WARRANT REGISTER JULY 2017 - JUNE 2018 (202-1-32)

19. Warrant Register #15 for the period of 10/04/17 through 10/10/17 in the amount of \$1,612,448.63. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2017 - JUNE 2018 (202-1-32)
20. Warrant Register #16 for the period of 10/11/17 through 10/17/17 in the amount of \$1,023,869:59. (Finance)

ACTION: Ratified. See above.

#### PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

#### SPECIFIC PLAN - DOWNTOWN (417-01-09)

Resolution, Nos. 2017-227 and 2017-228. Public Hearing for the consideration of alternative resolutions of the City Council of the City of National City to approve or deny Downtown Specific Plan Consistency Review for an MillUnit Residential Building with Exemptions for Density and Driveway located at 129 National City Boulevard. (Applicant: Jose A. Perez) (Case File: 2016-11 DSP) (Planning)

**RECOMMENDATION:** Approve subject to conditions of approval.

TESTIMONY: Andy (no last name) a neighboring property owner, had no objection to the proposed project.

Edward Paula, the property owner and Jose Peres, the project architect, spoke on behalf of the project and responded to questions.

ACTION: Motion by Mendivil, seconded by Sotelo-Solis to close the Public Hearing. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, ios. Sotelo-Solis. Navs: None. Abstain: None. Absent: Cano.

#### NON CONSENT RESOLUTIONS (cont.)

#### SPECIFIC PLAN - DOWNTOWN (417-01-09)

21. Resolution Nos. 2017-227 and 2017-228 (continued)

ACTION: Motion by Mendivil, seconded by Morrison to approve th 11 Unit Residential Building with findings and conditions of approval. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

CONTRACT (C2017-71)

22. Resolution No. 2017-229. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NEUTRON HOLDINGS, INC. DBA LIMEBIKE FOR BICYCLE SHARING PROGRAM SERVICES. (Engineering/Public Works) \*\*COMPANION ITEM #4\*\*

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Sotelo-Solis, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays. None. Abstain: None. Absent: Cano.

### FINANCIAL MANAGEMENT 2017-2018 (204-1-33). COMMUNITY PROMOTION (102-1-3)

23. Resolution No. 2017-230. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE AMENDMENT OF CITY COUNCIL POLICY #201, "MAINTENANCE OF RESERVES," 1) TO ESTABLISH, AN IRREVOCABLE SUPPLEMENTAL PENSION TRUST RESERVE AND 2) TO REPLACE THE SEWER SERVICE FUND CONTINGENCY RESERVE WITH FIVE SPECIFIC-PURPOSE SEWER SERVICE FUND RESERVES. (Finance and Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.
TESTIMONY None.

ACTION: Motion by Sotelo-Solis, seconded by Rios to adopt the Resolution: Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

**TEMPORARY USE PERMITS 2017 (203-01-33)** 

 Temporary Use Permit - Love Thy Neighbor Toy Drive hosted by Love Thy Neighbor on December 9, 2017 from 1 p.m. to 9 p.m. at Sweetwater Harley-Davidson, 3201 Hoover Avenue with no waiver of fees. (Neighborhood Services)

**RECOMMENDATION:** Approve the Application for a TUP subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

TESTIMONY: None.

#### NEW BUSINESS (cont.)

#### **TEMPORARY USE PERMITS 2017 (203-01-33)**

24. Temporary Use Permit (continued)

ACTION: Motion by Mendivil, seconded by Sotelo-Solis to approve the TUP. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

#### B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

#### CONSENT RESOLUTIONS - HOUSING AUTHORITY

#### CONTRACT (C2017-67)

25. Resolution No. 2017-59. Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute a Certificate of Acceptance for a Quitclaim Deed from the City of National City for a sanitary sewer easement within Phase II of the Paradise Creek Affordable Housing Project, and directing recordation of said Quitclaim Deed with the County of San Diego Recorder's Office (APN 560-391-11 & 560-206-08). (Housing & Economic Development) \*\*Companion Item #9\*\*

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios seconded by Sotelo-Solis to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

#### PUBLIC HEARINGS RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

#### C. REPORTS

#### STAFF REPORTS

- 26. Las Palmas playground build completion. (Community Services)
- 27. A Kimball Holiday, December 8 and 9, 2017. (Community Services)

#### MAYOR AND CITY COUNCIL

Members of the City Council extended Thanksgiving wished to the community and staff.

#### CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported that in Closed Session the City Council was briefed in one matter and gave direction in another matter by a unanimous vote of those present. (See attached Exhibit 'L')

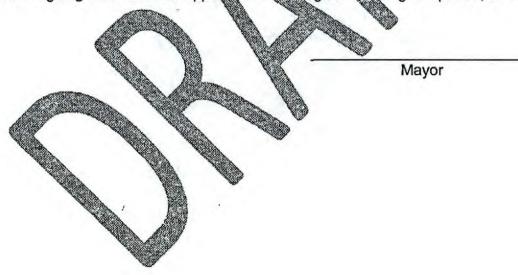
#### **ADJOURNMENT**

Motion by Sotelo-Solis, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - December 5, 2017 - 6:00 p.m. - Council Chambers - National City, California. Carried by the following vote, to-wit: Ayes: Morrison, Mendivil, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

The meeting closed at 8:28 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of April 17, 2018.





#### AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room
Civic Center
1243 National City Boulevard
National City, California

Special Meeting - Tuesday, November 21, 2017 - 5:00 p.m.

ROLL CALL

#### CITY COUNCIL

#### **CLOSED SESSION**

Conference with Legal Gounsel – Potential Litigation
 Significant Exposure to Litigation under Government Code Section 54956.9(d)(4)
 Two Potential Cases

### ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - November 21, 2017 - 6:00 p.m. - Council Chambers - National City, California.

#### DRAFT DRAFT DRAFT

# MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

#### December 5, 2017

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:09 p.m. by Mayor / Chairman Ron Morrison.

#### ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis. Administrative Officials present: Dalla, Deese, Denham, Duong, Manganiello, Morris-Jones, Parra, Raulston, Roberts, Rodriguez, Stevenson, Vergara, Williams, Ybarra.

Others present: City Treasurer Mitch Beauchamp and Student Representative Erika Gastelum.

#### PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

#### PUBLIC COMMENTS:

Sandy Bundy, representing the San Diego Rublic Employees Union, spoke on behalf of their 370 members regarding current negotiations with the Metropolitan Transit System.

#### PRESENTATIONS

### COUNCIL MEETING PRESENTATIONS AWARDS & RECOGNITIONS 2017

- 2018 Storm Water Calendar Presentation. (Tirza Gonzales, Executive Secretary) (Engineering/Public Works)
- 2. SDG&E Rate Reform Update. (Laura Welty, Outreach Supervisor)

#### CITY COUNCIL

#### CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 3 (NCMC), Item No. 4 (Minutes), Item Nos. 5 through 9 (Resolution Nos. 2017-231 through 2017-235, Item Nos. 10 and 11 (Warrant Registers). Motion by Sotelo-Solis, seconded by Cano, to approve the Consent Calendar except for Item No. 8 and No. 9. Carried by unanimous vote.

MUNICIPAL CODE 2017 (506-2-32)

3. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

APPROVAL OF THE MINUTES (103-2-1)

4. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF APRIL 4, 2017 AND ADJOURNED REGULAR MEETINGS OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF NATIONAL CITY OF FEBRUARY 28, 2017 AND APRIL 25, 2017. (City Clerk)

ACTION: Approved See above.

CONTRACT (C2014-42)

Resolution No. 2017-231. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO TWO-YEAR AGREEMENT WITH EXECUTE CONSULTANTS, INC. FOR A NOTETO-EXCEED AMOUNT OF \$500,000 TO PROVIDE ON CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITYS CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO ENVIRONMENTAL ENGINEERING, SITE ASSESSMENTS, CHARACTERIZATION AND REMEDIATION, GROUNDWATER MONITORING AND REPORTING, AND PREPARATION OF ENVIRONMENTAL STUDIES IN ACCORDANCE WITH THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) AND CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA); AND 2) AUTHORIZING THE CITY MANAGER TO ANY, PROJECT-SPECIFIC EXECUTE SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)

ACTION: Approved. See above.

LAND USE PLANNING/MITIGATION (405-10-4)

6. Resolution No. 2017-232. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND ADOPTING THE UPDATED MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT SAID PLAN. (Building/Fire)

ACTION: Approved. See above.

**EQUIPMENT / VEHICLE PURCHASE ADMIN (209-01-01)** 

7. Resolution No. 2017-233. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE LOWEST, RESPONSIVE, RESPONSIBLE BID, FOR THE PURCHASE OF (1) 2018 NISSAN ALTIMA, FOR THE POLICE DEPARTMENT FROM MOSSY NISSAN OF NATIONAL CITY, IN THE AMOUNT OF \$18,896.22. (Finance)

ACTION: Approved. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-01-01).

8. Resolution No. 2017-234. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE LOWEST, RESPONSIVE, RESPONSIBLE BID, FOR THE PURCHASE OF (1) 2018 TOYOTA CAMRY LE, FOR THE POLICE DEPARTMENT FROM KEARNY MESA TOYOTA OF SAN DIEGO, IN THE AMOUNT OF \$24,016.74 (Einance)

ACTION: Motion by Cano, seconded by Mendivil to adopt the Resolution. Carried by unanimous vote.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-01-01)

9. Resolution No. 2017-235. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE LOWEST, RESPONSIVE, RESPONSIBLE BID, FOR THE PURCHASE OF (1) 2018 HONDA ACCORD LX, FOR THE POLICE DEPARTMENT FROM PACIFIC HONDA OF SAN DIEGO, IN THE AMOUNT OF \$24,228.46. (Finance)

ACTION: Motion by Cano, seconded by Mendivil to adopt the Resolution Carried by unanimous vote.

WARRANT REGISTER JULY 2017 - JUNE 2018 (202-1-32)

10. Warrant Register #17 for the period of 10/18/17 through 10/24/17 in the amount of \$1 485 441.46. (Finance)

ACTION Ratified. See above.

WARRANT REGISTER JULY 2017 - JUNE 2018 (202-1-32)

11. Warrant Register #18 for the period of 10/25/17 through 10/31/17 in the amount of \$269,109.72. (Finance)

ACTION: Ratified. See above.

#### PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

#### SEWER CAPACITY / FEES ADMIN (906-01-04)

12. Resolution No. 2017-236. Public Hearing to Consider Proposed Adjustments to Sewer Service Charges in accordance with Proposition 218 requirements, and the adoption of a Resolution of the City Council of the City of National City approving the proposed rate adjustment. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None. The City Clerk reported that six written protests

were received prior to the meeting,

ACTION: Motion by Cano, seconded by Mendivil to open the Public Hearing. Carried by unanimous vote.

Motion by Cano, seconded by Mendivil to close the Public Hearing.

Carried by unanimous vote:

Motion by Mendivil, seconded by Sotelo-Solis to adopt the Resolution. Carried by the following vote, to-wit Ayes: Cano, Mendivil, Morrison, Sotelo-Solis Nays: Rios. Abstain: None. Absent: None.

#### SEWER CAPACITY / FEES ADMIN (906-01-04)

13. Ordinance No. 2017-2442. Public Hearing on the Introduction of an Ordinance of the City Council of the City of National City repealing Ordinance No. 2003-2226 and adopting an Ordinance establishing Sewer Service Charges for fiscal years 20(8-19, 2019-20, 2020-21, 2021-22, and 2022-23. (Engineering/Public Works)

RECOMMENDATION Introduce the Ordinance.

TESTIMONY: None.

ACTION: Motion by Sotelo Solis, seconded by Cano to open the Public Hearing. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Sotelo-Solis. Nays: Rios. Abstain: None. Absent: None.

Motion by Sotelo-Solis, seconded by Cano to close the Public Hearing. Carried by unanimous vote.

#### TRAFFIC SPEED CONTROL ADMIN (801-06-01)

14. Ordinance No. 2017-2443. Public Hearing on the Introduction of an Ordinance of the City Council of the City of National City amending Title 11, Section 11.16.010 Speed Zones Designated, of the National City Municipal Code establishing speed limits on various roadways based on certified Engineering and Traffic Surveys Default Item. (Engineering/Public Works) RECOMMENDATION: Introduce Ordinance for first reading.

TESTIMONY: None.

#### PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

#### TRAFFIC SPEED CONTROL ADMIN (801-06-01)

Ordinance No. 2017-2443 (continued).

ACTION: Motion by Mendivil, seconded by Sotelo-Solis to open the Public Hearing. Carried by unanimous vote.

Motion by Mendivil, seconded by Cano to close the Public Hearing. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Mendivil to introduce the Ordinance. Carried by unanimous vote:

#### NON CONSENT RESOLUTIONS

CONTRACT (C2012-08)

Resolution No. 2017-237. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE & OPERATING AGREEMENT BY AND BETWEEN THE CITY AND A REASON TO SURVIVE (ARTS) CONSISTING OF A TERM OF 36 MONTHS WITH AN OPTION TO EXTEND THE TERM FOR UP TO TWO ADDITIONAL 60 MONTH PERIODS FOR THE CITY-OWNED LAND AND BUILDING LOCATED AT 200 EAST 12TH STREET IN NATIONAL CITY. (Housing & Economic Development)

RECOMMENDATION: Approve the Resolution.

STAFF COMMENTS: It was pointed out, for the record that, there was a typo on the first page of the proposed agreement designating the agreement date.

TESTIMONY Mat Darego, appeared on behalf of ARTS and

ACTION: Member Sotelo-Solis distributed a written copy of a proposed amendment to Section 12.2 of the draft agreement. (See Exhibit "A" attached).

Motion by Sotelo-Solis, seconded by Rios to adopt the Agreement with the proposed Amendment to Section 12.2. Motion failed by the following vote to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

Motion by Mendivil, seconded by Rios, to adopt the Resolution including the correction. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: Cano. Abstain: None. Absent: None.

#### **NEW BUSINESS**

#### BOARDS & COMMISSIONS ADMIN (101-01-01)

Report from the Civil Service Commission to the City Council of the City of National City. (Human Resources) RECOMMENDATION: Accept and file report.

#### **NEW BUSINESS (cont.)**

#### **BOARDS & COMMISSIONS ADMIN (101-01-01)**

16. Report from the Civil Service Commission (continued)

**TESTIMONY:** David Garcia, Chair of the Civil Service Commission was present to respond to questions regarding the report.

ACTION: Motion by Morrison, seconded by Rios, to accept and file.

Carried by unanimous vote.

#### COUNCIL POLICY ADMIN (102-13-01)

17. Discussion regarding City Council Policy #802, "City Support for Special Events, Activities, Programs and Services;" (Finance)

**RECOMMENDATION:** Provide staff direction regarding amendment of City Council Policy # 802, "City Support for Special Events, Activities, Programs and Services".

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Cano to bring back at the January meeting language to tie up the loop holes so that events where cash is given out that events are treated like any other cash donation. The motion was clarified to be, when money is being given to organizations-individuals is being used for events that they be treated the same as any other transfer of money that would have to be fully accounted with receipts Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison: Nays: Sotelo-Solis, Rios. Abstain: None Absent: None.

### B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

A récess was called at 8:47 p.m.

The meeting reconvened at 8:59. All members were present.

#### NON CONSENT RESOLUTIONS HOUSING AUTHORITY

### HOUSING AUTHORITY 2017 (404-1-6)

18. Resolution No. 2017-60. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY ACCEPTING THE FINDINGS FROM THE ANALYSIS COMPLETED BY KEYSER MARSTON ASSOCIATES, INC., OF FOUR FINANCIAL PROPOSALS SUBMITTED THROUGH A REQUEST FOR PROPOSALS PROCESS; SELECTING THE DEVELOPMENT TEAM COMPRISED OF COMMUNITY HOUSINGWORKS, INC., A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION, AND MERCY HOUSING CALIFORNIA, INC., A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION, FOR THE RECAPITALIZATION AND REHABILITATION OF KIMBALL AND MORGAN TOWERS LOCATED AT 1317 AND 1415 "D" AVENUE IN NATIONAL CITY; AND AUTHORIZING

#### NON CONSENT RESOLUTIONS - HOUSING AUTHORITY (cont.)

#### HOUSING AUTHORITY 2017 (404-1-6) CONTRACT (C2017-24)

18. Resolution No. 2017-60 (continued). THE CITY MANAGER TO EXECUTE AN EXCLUSIVE NEGOTIATING AGREEMENT IN ORDER TO BEGIN NEGOTIATIONS WITH THE SELECTED DEVELOPER. (Housing & Economic Development)

RECOMMENDATION: Adopt the Resolution.

**TESTIMONY:** Paul Marrow and one associate from Keyser Marston Associates presented a summary of their work, findings and recommendation on the RFP process.

Mary Jane Jagodzinski, from Community Housing Works, spoke in support of the findings.

Walter Hybird, representing Chelsea Investment Corp., requested a short continuance of the item.

Colin Rice, representing Morgan Kimball-Community Partners, spoke on behalf of his group's proposal as being best for seniors and the City.

Juaquin Morales, National City, spoke in support of Community Housing Works and expressed appreciation for the Paradise Creek apartment complex.

Olivia Madiscal de Cansada, National City, expressed appreciation for the facilities and programs available at Paradise Creek Apartments and Community Housing Works.

Miguel Figueroa National City, expressed appreciation to Community Housing Works for programs that are assisting his family to succeed.

David Garcia, National City, spoke in support of staff recommendation and moving forward with the project.

ACTION: Motion by Sotelo-Solis, seconded by Rios to move forward with staff recommendation and adopt the Resolution. Carried by the following vote, to-wit: Ayes: Mendivil, Rios, Sotelo-Solis Nays Cano, Morrison. Abstain: None. Absent: None.

#### C. REPORTS

#### STAFF REPORTS

Emergency Services Director Parra provided an update on 1) the Hepatitis "A" outbreak and the addition of two additional hand-washing stations in the City and, b) the extreme fire conditions and Red Flag Warning currently is existence in San Diego County and steps being taken to address the situation.

#### MAYOR AND CITY COUNCIL

Vice Mayor Mendivil reported on his participation in the Thanksgiving event sponsored by the Police Department to provide groceries to 50 families made possible by donations from community members, businesses and their employees.

Member Sotelo-Solis acknowledged the Police Department and others who have participated in efforts to provide for the needy and thanked the staff for all their efforts during the year.

Member Rios reported on the recruitment process underway by SANDAG to select a new CEO and that she was unable to attend the Mayor's Open House because she attended the Police Departments Christmas Party on the same night.

Member Cano expressed thanks and appreciation to Mayor Morrison for hosting his annual Open House Christmas event.

Mayor Morrison said that this year his office was able to distribute 595 turkeys to needy families that were donated by a number of local businesses.

CLOSED SESSION REPORT. There was no Closed Session.

#### **ADJOURNMENT**

Motion by Sotelo-Solis, seconded by Rios to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - December 19, 2017 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - December 19, 2017 - 6:00 p.m. - Council Chambers National City, California.

City Council and Community Development Commission - Housing Authority of the City of National City Meeting Schedule for the Period January 2, 2018 through January 16, 2018

January 02 - Dispense with Meeting - 6:00 pm January 16 - Regular Meeting - 6:00 pm

The meeting closed at 10:35 p.m.	
	City Clerk
The foregoing minutes were approved at t	he Regular Meeting of April 17, 2018.

Mayor

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing 1) the Mayor to execute the Standard Assurances for the FY17 State Homeland Security Grant Program and the Proof of Authority required therein and 2) the establishment of Reimbursable

### CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018 AGENDA ITEM NO.

#### ITEM TITLE:

Resolution of the City Council of the City of National City authorizing 1) the Mayor to execute the Standard Assurances for the FY17 State Homeland Security Grant Program and the Proof of Authority required therein and 2) the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \$51,472 for FY17 State Homeland Security Grant Program funds for a reimbursable grant purchase of equipment for the Police and Fire Departments. (Fire)

PREPARED BY: Frank Parra

PHONE: 619-336-4551

FY17 SHSG Approved Allocation

**Proof of Authority** 

Resolution

APPROVED BY:

DEPARTMENT: Pire

#### **EXPLANATION:**

The FY17 State Homeland Security Grant Program was designed to supplement the purchase of equipment, training, exercises, and planning for Police and Fire personnel. The San Diego County Office of Emergency Services coordinates the requests for equipment, training, exercises, and planning. In order to receive grant funds, National City must authorize the submission of the Standard Assurances for the FY17 State Homeland Security Grant Program. National City's allocation was \$50,631 and Lincoln Acres was \$841 for a grand total of \$51,472 for equipment. The equipment funds will be divided evenly between the City's Police and Fire Department.

This grant program requires the City to incur expenses, and then apply for reimbursement. In order to be eligible for reimbursement, the Police and Fire Departments must purchase and/or receive the items prior to the June 30, 2019 deadline. Staff recommends the utilization of \$51,472 of City funds for equipment for the Police and Fire Department, and to request reimbursement for such expenses from the San Diego County Office of Emergency Services.

County Offic	e of Emergency Services.			
FINANCIAL S	STATEMENT:	APPROVED:	Multo	Finance
ACCOUNT NO	. 282-411-949-355-0000 \$25,736.00 282-412-949-355-0000 \$25,736.00	APPROVED:		MIS
No City mate	ch required.			
ENVIRONME	NTAL REVIEW:			
This is not a	project and, therefore, not subject to environment	ntal review.		
ORDINANCE	INTRODUCTION: FINAL ADOPTION:			
STAFF RECO	OMMENDATION:			
Adopt Resol	ution.			
BOARD / CO	MMISSION RECOMMENDATION:			
ATTACHMEN	ITS:			

California Governor's Office of Emergency Services FY2017 Standard Assurances



# Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

#### **Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

#### 1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

Page	т	ΟI	тт	
nitials				

#### 2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

#### 3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

#### 4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principal, subgantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age:
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units

- (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201); ;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (I) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

#### 6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

#### 7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (I) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

#### 8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

#### 9. Access to Records

In accordance with 2 C.F.R. §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### 10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

#### 11. Financial Management

<u>False Claims for Payment</u> The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no recipient shall submit a false claim for payment, reimbursement or advance.

#### 12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

#### 13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

#### 14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the <u>Trafficking Victims Protection Act of 2000</u>, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

#### 15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The <u>Davis-Bacon Act</u> (40 U.S.C. §§ 276a to 276a-7), as applicable, and the <u>Copeland Act</u> (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the <u>Contract Work Hours and Safety Standards Act</u> (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

#### 16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this

Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

#### 17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the <u>Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970</u> (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the <u>Flood Disaster Protection Act</u> of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the <u>National Historic Preservation Act of 1966</u>, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the <u>Lead-Based Paint Poisoning Prevention Act</u> (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

#### 18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

#### 19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

#### 20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

### HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

#### 21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at <a href="mailto:crcl@hq.dhs.gov">crcl@hq.dhs.gov</a> or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

#### 22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### 23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### 24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also

find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

#### 25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### 26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### 27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### 28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

#### 29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

#### 30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

#### 31. Non-supplanting Requirements

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### 32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### 33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### 34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### 35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### 36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### 37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document <u>must</u> be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.0, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized by the Applicant to enter into this agreement for and on behalf of the said Applicant.

Applicant: City of National City	
Signature of Authorized Agent:	
Printed Name of Authorized Agent: Ron Morrison	
Title: Mayor	_ Date:

FY 2017 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPROVED ALLOCATION									
JURISDICTION	FY20	016 - ALLOCAT	ION			FY2017 - ALL	OCATION		
CITIES	LE - 25% of FY16 Allocation	Non-LE Allocation	TOTAL	Sworn LE Personnel Figures (2016)	LE - 25% of FY17 Allocation	Non-LE Population (2016)	Non-LE Allocation	TOTAL	% Change from FY2016 to FY2017
CARLSBAD	16,643	68,175	84,818	110	16,643	112,930	65,619	82,262	-3.01%
CHULA VISTA	32,681	153,285	185,966	216	32,681	265,070	147,286	179,967	-3.23%
CORONADO	6,203	19,114	25,317	41	6,203	25,230	18,543	24,746	-2.26%
DEL MAR	-	7,391	7,391	-	-	4,274	7,294	7,294	-1.31%
EL CAJON	18,459	62,249	80,708	122	18,459	102,337	59,933	78,392	-2.87%
ENCINITAS	-	39,644	39,644	-	-	61,928	38,242	38,242	-3.54%
ESCONDIDO	23,149	89,338	112,487	153	23,149	150,760	85,926	109,075	-3.03%
ESCONDIDO RINCON DEL DIABLO	-	8,608	8,608	-	-	15,387	8,259	8,259	-4.05%
IMPERIAL BEACH	-	20,347	20,347	-	-	27,434	19,726	19,726	-3.05%
LA MESA	10,288	38,555	48,843	68	10,288	59,982	37,197	47,485	-2.78%
LEMON GROVE	-	19,887	19,887	-	-	26,611	19,284	19,284	-3.03%
NATIONAL CITY	13,012	38,995	52,007	86	13,012	60,768	37,619	50,631	-2.65%
NATIONAL CITY - LINCOLN ACRES	-	876	876	-	-	1,566	841	841	-4.00%
OCEANSIDE	31,471	103,429	134,900	208	31,471	175,948	99,446	130,917	-2.95%
POWAY	-	33,029	33,029	-	-	50,103	31,894	31,894	-3.44%
SAN DIEGO	281,572	-	281,572	1,861	281,572	-	-	281,572	0.00%
SAN MARCOS	-	57,191	57,191	-	-	93,295	55,079	55,079	-3.69%
SAN MARCOS FPD	-	8,094	8,094	-	-	14,469	7,767	7,767	-4.04%
SANTEE	-	36,751	36,751	-	-	56,757	35,466	35,466	-3.50%
SOLANA BEACH	-	12,549	12,549	-	-	13,494	12,243	12,243	-2.44%
VISTA VISTA FPD	-	60,324 12,207	60,324 12,207	-	-	98,896 21,820	58,086 11,713	58,086	-3.71% -4.05%
					-	,	,	11,713	
TOTAL CITIES	433,478	890,038	1,323,516	2,865	433,478	1,439,059	857,463	1,290,941	-2.46%
FIRE DISTRICTS/OTHER									
2-1-1 SAN DIEGO	-	70,000	70,000	-	-	-	70,000	70,000	0.00%
ALPINE FPD	-	13,521	13,521	-	-	15,231	13,176	13,176	-2.55%
DEER SPRINGS FPD	-	11,885	11,885	-	-	12,308	11,607	11,607	-2.34%
JULIAN-CUYAMACA FPD	-	7,330	7,330	-	-	4,165	7,236	7,236	-1.28%
LAKESIDE FPD	-		-	-	-	62,188	38,382	38,382	
NORTH COUNTY FPD	-	33,680	33,680	-	-	51,268	32,520	32,520	-3.44%
PORT OF SAN DIEGO	18,459		18,459	122	18,459	-	-	18,459	0.00%
RANCHO SANTA FE FPD	-	23,110	23,110	-	-	32,373	22,377	22,377	-3.17%
SAN MIGUEL FPD	-	74,644	74,644	-	-	124,494	71,826	71,826	-3.78%
VALLEY CENTER FPD	-	14,367	14,367	-	-	16,745	13,988	13,988	-2.64%
TOTAL FIRE DISTRICTS/OTHER	18,459	248,537	266,996	122	18,459	318,772	281,112	299,571	12.20%
COUNTY DEPTS									I
OES, HHSA-EMS	-	1,386,946	1,386,946	-	-	-	1,386,946	1,386,946	0.00%
SHERIFF	389,903	<u> </u>	389,903	2,577	389,903	-	-	389,903	0.00%
TOTAL COUNTY DEPTS	389,903	1,386,946	1,776,849	2,577	389,903	-	1,386,946	1,776,849	0.00%
TOTAL ALLOCATIONS	841,840	2,525,521	3,367,361	5,564	841,840	1,757,831	2,525,521	3,367,361	0.00%

Notes:

\*Personnel Cap: Each jurisdiction's allocation has a personnel cap of 50%.

\*San Diego Sheriff includes: Unincorporated San Diego County and the contracted cities of Del Mar, Encinitas, Imperial Beach, Lemon Grove, Poway, San Marcos, Santee, Solana Beach and Vista.

## Standard Assurances Proof of Authority

The City Council of the City of National City hereby agrees:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
  - (d) The official executing this agreement is, in fact, authorized to do so.

PASSED and ADOPTED this 17th day of April, 2018.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones City Attorney

#### RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE THE STANDARD ASSURANCES FOR THE FISCAL YEAR 2017 STATE HOMELAND SECURITY GRANT PROGRAM, AND AUTHORIZING THE ESTABLISHMENT OF REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATIONS AND CORRESPONDING REVENUE BUDGETS EACH IN AMOUNTS TOTALING \$51,472 FOR FISCAL YEAR 2017 STATE HOMELAND SECURITY GRANT PROGRAM FUNDS FOR A REIMBURSABLE GRANT PURCHASE OF EQUIPMENT FOR THE POLICE AND FIRE DEPARTMENTS

WHEREAS, the Fiscal Year State Homeland Security Grant Program ("Grant Program"), which is coordinated by the San Diego County Office of Emergency Services, was designed to supplement the purchase of equipment, training, exercises, and planning for police and fire personnel; and

WHEREAS, for National City to receive its share of the reimbursable grant funds in the amount of \$51,472 for the purchase of equipment, the City Council must authorize the submission of the Grant Assurances for the Fiscal Year 2017 State Homeland Security Grant Program; and

WHEREAS, to be eligible for reimbursement, the Police and Fire Departments must purchase and/or receive the equipment prior to the June 30, 2019 deadline by utilizing City funds in the amount of \$51,472, and request reimbursement for such expenses from the San Diego County Office of Emergency Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the Grant Assurances for the Fiscal Year 2017 State Homeland Security Grant Program for reimbursable grant funds in the amount of \$51,472 to be divided equally between the Police and Fire Departments for the reimbursable purchase of equipment.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of reimbursable grants City-wide fund appropriations and corresponding revenue budgets each in amounts totaling \$51,472 for Fiscal Year 2017 Homeland Security Grant Program funds.

BE IT FURTHER RESOLVED that staff is directed to request reimbursement of funds in the amount of \$51,472 from the Fiscal Year 2017 Homeland Security Grant Program from the San Diego County Office of Emergency Services.

PASSED and ADOPTED this 17th day of April, 2018.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement between the City of National City and Meritage Systems, Inc., to provide online plan submittal and tracking services for Building, Engineering, Plann

### CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

AGENDA ITEM NO. April 17, 2018 MEETING DATE: ITEM TITLE: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement between the City of National City and Meritage Systems, Inc., to provide online plan submittal and tracking services for Building, Engineering, Planning and Fire, through the Meritage website. Meritage and EsGil are both subsidiaries of Safebuilt; and as such, an amendment to the City's agreement with EsGil will allow the City to pay Meritage for the enhanced tracking system utilizing monies collected during the plan review and permit issuance process. (Building/Fire) PREPARED BY: Frank Parra **DEPARTMENT:** Building and Fire APPROVED BY: PHONE: 619-336-4551 **EXPLANATION:** See Staff Report. APPROVED: Wark Rabuto FINANCIAL STATEMENT: **Finance** 120-00000-3545 -Revenue account MIS APPROVED: ACCOUNT NO. 120-412-028-213-0000 - Professional Services \$10,000 one-time start up training and legacy import cost will be paid with Building's professional services account, and annual support and licensing fee of \$11,400 will be paid by Esgil with monies collected during the plan review and permit issuance process. ENVIRONMENTAL REVIEW: This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION: FINAL ADOPTION: STAFF RECOMMENDATION: Adopt Resolution. **BOARD / COMMISSION RECOMMENDATION:** ATTACHMENTS: Services Agreement for National City, California Resolution



#### **City Council Staff Report**

4/17/2018

#### **ITEM TITLE**

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement between the City of National City and Meritage Systems, Inc., to provide online plan submittal and tracking services for Building, Engineering, Planning and Fire, through the Meritage website. Meritage and EsGil are both subsidiaries of Safebuilt; and as such, an amendment to the City's agreement with EsGil will allow the City to pay Meritage for the enhanced tracking system utilizing monies collected during the plan review and permit issuance process. (Building/Fire)

#### **BACKGROUND**

On September 20, 2016, the City Council adopted Resolution No. 2016-150 entering into an Agreement with EsGil Corporation to provide permit processing, plan reviews, construction inspections of on-site and off-site for a not-to-exceed annual amount of \$800,000 and a term of August 8, 2016 through August 7, 2019. The original Agreement provided compensation for reviewing building department plans in the amount of sixty-five percent (65%) of the plan checking fee collected by the City for each permit based upon the City's adopted fee schedule.

#### **DISCUSSION**

City staff evaluated permit processing products provided by consultants who had previously gone through a request for proposals (RFP) process with the Engineering Department. City staff evaluated CAA Professionals and Meritage Systems, Inc. Development Services would like the right to access the Meritage System, Inc. web site for managing all areas of plan submittal and inspection processes; the new permit & inspection tracking system will allow our residents and customers live access to the most current status of their respective plan review and inspection process.

EsGil Corporation has agreed to provide access to the Meritage System, Inc. web site under the following contract agreement changes. The City and EsGil Corporation agree that an increase by one-percent (1%) from sixty-five percent (65%) to sixty-six percent (66%) is adequate to cover the Meritage Systems, Inc. annual support & license fees. There is a one-time start up training and legacy import cost of \$10,000 that will be paid with Building's professional services account. An annual support and licensing fee of \$11,400 will be paid by EsGil with monies collected during the plan review and permit issuance process.

This Agreement will begin on the effective date and may be terminated upon notice to Meritage. The City may specify that such termination is effective at any time up to 120 days following

#### Page 2

Staff Report: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement between the City of National City and Meritage Systems, Inc., to provide online plan submittal and tracking services for Building, Engineering, Planning and Fire, through the Meritage website. Meritage and EsGil are both subsidiaries of Safebuilt; and as such, an amendment to the City's agreement with EsGil will allow the City to pay Meritage for the enhanced tracking system utilizing monies collected during the plan review and permit issuance process. (Building/Fire)

notice. If the City end its Agreement with EsGil, the City would need to provide an alternate funding source to continue to pay the annual support and licensing fee for the Meritage System.

#### FISCAL IMPACT

\$10,000 one-time start up training and legacy import cost will be paid with Building's professional services account and annual support and licensing fee of \$11,400 will be paid by EsGil with monies collected during the plan review and permit issuance process.

#### **RECOMMENDATION(S)**

Adopt the resolution.

#### **ATTACHMENT(S)**

Services Agreement for National City, California

#### SERVICES AGREEMENT FOR NATIONAL CITY, CALIFORNIA

This **Services Agreement**"), effective as of <u>April 17, 2018</u> (the "**Effective Date**"), is by and between Meritage Systems, Inc., a Colorado corporation, having its principal place of business at 3755 Precision Dr #140, Loveland, CO 80538 ("**Meritage**"), and National City, 1243 National City Blvd, National City, CA 91950 ("**Customer**").

Meritage provides certain services relating to managing building department services (the "Services") through the web site located at <a href="www.permits.meritagesystems.com">www.permits.meritagesystems.com</a> and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites"). Customer wishes to have access to the Services. The parties agree as follows:

- 1. **DEFINITIONS.** For purposes of this Agreement, the following initially capitalized terms have the following meanings:
  - 1.1. "Account" means an account allowing access to the Services created in Customer's name.
  - 1.2. "Fees" means the fees for the Services.
- 1.3. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information, and (e) the User IDs.
- **1.4.** "Customer Information" means all data, information or other content entered by or collected from Customer or any other user of the Account while accessing the Services.
- 1.5. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- **1.6.** "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- 1.7. "Start of Service Date" is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- **1.8.** "**Technology**" means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- 1.9. "User ID" means each unique User identification name and password used for access to and use of the Services through the Account.
  - 1.10. "User" means anyone accessing the Services through Customer's Account.
- 2. CUSTOMER'S ACCESS TO AND USE OF THE SERVICES.
- **2.1.** Customer's Right to Access the Services. Subject to the terms of this Agreement Meritage will provide Customer with the right to access and use the Services as specified in Attachment A: Description and Pricing of Services during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Services.
- 2.2. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: (a) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Sites, Services or Technology; (b) knowingly interfere in any manner with the operation or hosting of the Sites, Services or Technology or attempt to gain unauthorized access to the Services or any other services offered by Meritage; (c) use the Services to provide outsourcing, service bureau, commercial hosting, application service provider or on-line services to third parties, or otherwise make available the Sites, Services or Technology, or access thereto, to any third party; or (d) otherwise use the Sites, Services or Technology in violation of the Agreement.

#### 2.3. Customer's Use of the Services.

(a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Attachment A Description and Pricing of Services specifies the number of user IDs and Read-Only IDs provided by this agreement unless otherwise agreed in writing by Meritage ("Subscription Cap"). Customer agrees to limit usage to those individuals assigned User IDs and will be responsible for using commercially reasonable

efforts to ensure the security and confidentiality of all User IDs.

- (b) Customer Information. Customer grants to Meritage all necessary intellectual and proprietary rights and licenses in and to any Customer Information necessary for Meritage to provide the Services. Customer will not knowingly, and will not knowingly permit any Users to, provide Customer Information that: (i) infringes, misappropriates or violates any Intellectual Property Rights, publicity/privacy rights, law or regulation; (ii) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (iii) is false, misleading or inaccurate.
- (c) Necessary Equipment. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Current requirements include internet access and a PC or mobile device with a modern browser including Internet Explorer, Safari, Chrome, Firefox and maintained to versions within the prior 3 years.

#### SET UP SERVICES.

- **3.1. Set Up Services.** Subject to the terms of this Agreement Meritage will provide Customer with support to set up the Account and User IDs, configure the Services for use by the Customer, and provide training to Users in the essential operation of the Services.
- 3.2. Customer Responsibilities and Certain Restrictions on Set-Up Services. Customer is responsible for providing information in a timely manner and in an appropriate format for Services configuration and entry, and for ensuring the resource(s) assigned for the Set Up process and all Users have adequate computer skills for use of the Services. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services. Set up support required beyond the specified Set-Up Services will incur an additional fee upon written notification by Meritage and with agreement by both parties.

#### 4. FEES AND PAYMENT.

- 4.1. Fees. On the Effective Date, Customer will pay Meritage a set-up fee (the "Set-Up Fee") as specified in Attachment A: Description and Pricing of Services for Set-up Services. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage a fee for the Services provided under this Agreement ("Subscription Fees") as specified in Attachment A: Description and Pricing of Services. Any changes in the Fees mutually agreed to by the parties will be made effective the month following the change. Customer will pay the then-current Fees for all other Services added to Customer's Account. On an annual basis or as may be requested from time-to-time by either party, Meritage and Customer will renegotiate the Subscription Fees and Subscription Cap. FEES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY THE FREEDOM OF INFORMATION ACT.
- **4.2. Payment.** All Set Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice.

#### 5. CONFIDENTIALITY.

- **5.1. Obligations.** The party receiving Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- 5.2. Termination of Obligations. The Receiving Party's obligations under this Section 5 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in

- 2 -

writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**5.3. Return of Confidential Information**. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 5.3. For the purposes of this Section 5, Data, as defined in Section 6 below, shall not be considered Customer's Confidential Information.

#### OWNERSHIP.

- **6.1. Customer's Ownership**. Customer retains all right, title and interest in and to the Customer Information Customer provides to Meritage. Meritage will provide Customer Information in the form of files containing permit data to Customer within 10 business days of written request at no additional charge for up to 4 requests in a one-year period.
- **6.2. Meritage's Ownership**. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services.
- 7. DATA. Meritage will have the right to collect non-personally identifiable data or information resulting from Customer's use of the Services ("Data") solely as necessary to provide the Services to Customer under this Agreement. All such Data will remain the Confidential Information of Customer. Meritage will have the right to collect non-customer identifiable data and information for the purposes of publishing examples of service provided.
  - 7.1. Backup and Recovery. Meritage shall provide the following recovery services:
    - 7.2.1 Hosting infrastructure recovery processes
    - 7.2.2 Application recovery processes
    - 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.
- TERM AND TERMINATION. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement. Customer may terminate this Agreement upon notice to Meritage. In the case of such termination, Customer may specify that such termination is effective at any time up to 120 days following notice of such termination by Customer. Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60 day period. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately cease to exist; (b) Meritage may cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) may be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, or software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any fees pre-paid in advance. The provisions of Sections 4, 5, 6, 7, 8, 9.2, 10 and 11 of this Agreement will survive termination of the Agreement for any reason.

#### 9. WARRANTIES AND DISCLAIMERS.

**9.1.** Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such

party is bound; and (c) such party will, in such party's performance of this Agreement, comply with all applicable laws, rules and regulations.

- 9.2. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. FURTHER, MERITAGE DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.
- 10. CERTAIN LIABILITIES. Customer will, at Customer's own expense, indemnify, defend, hold harmless and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on any claims, allegations or lawsuits that may be made or filed against Meritage by any person: (a) based on or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) that use by Meritage under this Agreement of Customer's Customer Information, Data or Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.
- 10.1. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, MERITAGE'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- GENERAL PROVISIONS. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage. In addition, the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.1 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts, and in accordance with applicable federal, state and local law, without

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regard to its conflict of law's provisions. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of California or in state court in San Diego County, California, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.

12. INSURANCE Meritage Systems will maintain during the period of this agreement Professional Liability Insurance for Technology and Internet Errors and Omissions and Electronic Media Activities in the amount no less than \$1,000,000 per claim and \$2,000,000 aggregate. Insurance coverage shall be per attached Exhibit B - Certificate of Insurance.

The parties hereby agree to be legally bound by the terms of this Agreement:

FOR CUSTOMER:	FOR MERITAGE SYSTEMS, INC.:
By:	By: Sames E. nfuller
Name:	Name:Jim Muller
Title:	Title: Director of Sales
Date:	Date: February 7, 2018

By:

Name: Thomas P. Wilkas, CFO

Date: March 6, 2018

This section intentionally left blank.

Thomas P. Wilkas, CFO March 27, 2018

MAMM

Tiffany Williamson, CTO

March 27, 2018

#### Attachment A: Description of Services and Pricing for National City, CA

Below is the budget for the one-time setup and yearly support and licensing fees. Assumptions include number of users and permit volume.

Applications and Services	Included	One-Time Set-Up Fee	Annual Support & License Fee
Permit Management (see details on inclusions below) Annual Fee Based on Number of Jurisdiction Users	х	\$6,500 <b>*</b>	\$8,000 *
ContractorConnect™ Online Permitting: PC, Smartphone and Tablet anywhere, anytime access through web browser by your citizens and contractors to do permit application, payment, status check, inspection scheduling and results. Included in Setup Fee Meritage-Preferred Merchant Account for Credit Card Processing	х	Included in Setup Fee	\$2,000
GIS Integration: Permitting	х	Included in Setup Fee	\$900
Contractor and/or Business Licensing	Х	Included in Setup Fee	\$500
Legacy Data Import: Permitting Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV		\$2,000 (optional)	NA
Non-Preferred Merchant Account: additional fee if not a Meritage Systems preferred provider		\$2,500 (optional)	NA
Per Day On-Site Permit System Training	***	<b>\$1,500</b> (optional)	NA
Total of All Included (X) Items:		\$6,500	\$11,400

#### Permit Management Inclusions

- Unlimited Read-Only Users
- Permit Management
- Address Import Setup
- Inspections (including mobile access & when available, InspectorConnect™ app for iOS and Android smartphones and tablets)
- Contractor Registration
- Plan Review Tracking and simple Planning / Zoning permits and workflows
- Reporting and Data Import/Export
- Complete configuration of permit types, workflows per permit type, terminology, fee structures, documents and user roles and permissions, contractor and business licensing setup
- Permit Docs: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information. Additional custom docs at \$500 per document
- Report Generator: Library of standard reports with ability to configure your own. Custom Reports priced individually
- Daily backup with rotation
- Multiple Online Training sessions for startup and post startup
- Personalized support, including periodic configuration updates
- Automatic updates of new features

#### Meritage services to be invoiced and paid as follows:

- Set-Up Fee and Data Import Fee invoiced on Agreement Effective Date and billed directly from Meritage Systems to National City, CA.
- Annual Service fee to be paid through updated Esgil/SAFEbuilt agreement. EsGil is responsible for payment of all annual support and license fees on behalf of the City (through a seperate agreement).

THE

#### RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND MERITAGE SYSTEMS, INC., TO PROVIDE ONLINE PLAN SUBMITTAL AND TRACKING SERVICES FOR THE BUILDING, ENGINEERING, PLANNING, AND FIRE DEPARTMENTS THROUGH THE MERITAGE WEBSITE

WHEREAS, on September 20, 2016, the City Council adopted Resolution No. 2016-150 entering into an Agreement with EsGil Corporation to provide permit processing, plan reviews, construction inspections on-site and off-site for a not-to-exceed annual amount of \$800,000 and a term from August 8, 2016 through August 7, 2019; and

WHEREAS, the Agreement provided compensation for reviewing building plans in the amount of sixty-five percent (65%) of the plan checking fee collected by the City for each permit based upon the City's adopted fee schedule; and

WHEREAS, City staff evaluated permit processing products provided by CAA Professionals and Meritage Systems, Inc. ("Meritage"), each of which had previously gone through a request for proposals (RFP) process with the Engineering Department, and determined that the Meritage Systems website provided the best functionality and ease of use; and

WHEREAS, the City desires to execute an Agreement with Meritage for access to their website for the management of all areas of plan submittal and inspection processes that also allows residents and customers to have live access to the most current status of their respective plan review and inspection process; and

WHEREAS, because Meritage and EsGil Corporation ("EsGil") are both subsidiaries of Safebuilt, LLC, EsGil has agreed to a payment arrangement to provide access to the Meritage website through a First Amendment to their Agreement with the City to increase the compensation by one-percent (1%), from sixty-five percent (65%) to sixty-six percent (66%), to pay the Meritage cost for annual support and license fees; and

WHEREAS, Meritage's one-time start up training and legacy import cost of \$10,000 that will be paid by the City utilizing Building's professional services account, and the annual support and licensing fee of \$11,400 will be paid by EsGil with monies collected during the plan review and permit issuance process; and

WHEREAS, the term of the Agreement between the City of National City and Meritage will begin on April 17, 2018 (the "effective date") and may be terminated by the City upon notice to Meritage; and

WHEREAS, if the City terminates its Agreement with EsGil, such will not end the City's continuing use and support of the Meritage website, but the City would need to provide an alternate funding source to continue to pay the annual support and licensing fee for the Meritage System.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute an Agreement between the City of National City and Meritage Systems, Inc., to provide online plan submittal and tracking services for the Building, Engineering, Planning, and Fire Departments, through the Meritage website. Said Agreement is on file in the Office of the City Clerk.

[Signature Page to Follow]

Resolution	No.	2018	_
Page Two			

# PASSED and ADOPTED this 17th day of April, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to sign the First Amendment to the Agreement between the City of National City and EsGil Corporation to amend Section 5 (Compensation and Payment) to increase compensation b

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. April 17, 2018

#### ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to sign the First Amendment to the Agreement between the City of National City and EsGil Corporation to amend Section 5 (Compensation and Payment) to increase compensation by one percent (1%) from sixty-five percent (65%) to sixty-six percent (66%) to pay all annual costs (i.e. \$11,400) of the Meritage Systems, Inc., annual support & license fees. (Funded by monies collected by fees charged during the Plan review and Permit issuance process. (Building/Fire)

PREPARED BY: Frank Parra

PHONE: 619-336-4551

APPROVED BY:

**DEPARTMENT:** Building and Fire

#### **EXPLANATION:**

Resolution

On September 20, 2016, the City Council adopted Resolution No. 2016-150 entering into an Agreement with EsGil Corporation to provide permit processing, plan reviews, construction inspections of on-site and off-site for a not-to-exceed annual amount of \$800,000 and a term of August 8, 2016 through August 7, 2019. The original Agreement provided compensation for reviewing building department plans in the amount of sixty-five percent (65%) of the plan checking fee collected by the City for each permit based upon the City's adopted fee schedule. Development Services would like the right to access the Meritage System, Inc. web site for managing all areas of plan submittal and inspection processes; the new permit & inspection tracking system will allow our residents and customers live access to the most current status of their respective plan review and inspection process. Our contract with EsGil can provide the funding for the Meritage System plan check and inspection tracking software. The City and EsGil Corporation agree that an increase by one-percent (1%) to sixty-six percent (66%) is adequate to pay all annual costs (i.e. \$11,400) of the Meritage Systems, Inc. annual support & license fees. Meritage Systems, Inc. will provide the City with a separate Agreement for Meritage service delivery and any additional fees that may be associated.

FINANCIAL STATEMENT:	APPROVED:	Mark Rabuto	Finance
ACCOUNT NO. 120-00000-3545 - Revenue account	APPROVED:		MIS
120-412-028-213-0000 – Professional Services 1% reduction in revenue to the City will be used by Esgil Corpora Systems, Inc. annual support & license fees.  ENVIRONMENTAL REVIEW:		ests (i.e. \$11,400) of the	Meritage
This is not a project and, therefore, not subject to environme	entai review.		
ORDINANCE: INTRODUCTION: FINAL ADOPTION:			
STAFF RECOMMENDATION:			
Adopt Resolution.			
BOARD / COMMISSION RECOMMENDATION:			
ATTACHMENTS:			
First Amendment to the Agreement by and between the City of Na	ational City and	EsGil Corporation	

Meritage Description of Services and Pricing for National City, CA

# FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND ESGIL CORPORATION

THIS FIRST AMENDMENT TO THE AGREEMENT, is entered into this 17<sup>th</sup> day of April, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and ESGIL CORPORATION, a corporation (the "CONSULTANT").

#### RECITALS

WHEREAS, on September 20, 2016, the City Council adopted Resolution No. 2016-150 entering into an Agreement with CONSULTANT wherein the CONSULTANT agreed to provide permit processing, plan reviews, construction inspections and code enforcement on-site and off-site services.

WHEREAS, the original Agreement had a not-to-exceed amount of \$800,000 and a term of August 8, 2016 through August 7, 2019.

WHEREAS, the original Agreement had the CONSULTANT's compensation for reviewing building department plans, commonly referred to as plan checking, shall be sixty five-percent (65%) of the plan checking fee collected by the CITY for each permit based upon the CITY's adopted fee schedule in effect at the time of the plan check submittal.

WHEREAS, the CITY desires the right to access a Meritage System, Inc. web site and use the services relating to managing building department services.

WHEREAS, the CONSULTANT provides access to the Meritage System, Inc. web site by paying annual support & license fees.

WHEREAS, the CITY and CONSULTANT agree that an increase by one percent (1%) is adequate to pay CONSULTANT to cover the Meritage Systems, Inc. annual support & license fees.

NOW, THEREFORE, the parties hereto agree that the Agreement entered into on August 8, 2016, shall be amended as follows:

#### 5. COMPENSATION AND PAYMENT

The CONSULTANT's compensation for reviewing building department plans, commonly referred to as plan checking, shall be sixty six-percent (66%) of the plan checking fee collected by the CITY for each permit based upon the CITY's adopted fee schedule in effect at the time of the plan check submittal. Meritage Systems, Inc. will provide the CITY with a separate agreement for Meritage service delivery and any additional fees that may be relevant. CONSULTANT is responsible for payment of all Meritage annual and license fees on behalf of the City.

AB

The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated August 8, 2016, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first above written.

# CITY OF NATIONAL CITY

# **ESGIL CORPORATION**

By: Ron Morrison, Mayor	By: Thomas P. Wilkas, CFO
APPROVED AS TO FORM:	By: Matthew Royer, COO
Angil P. Morris-Jones	

# Attachment A: Description of Services and Pricing for National City, CA

Below is the budget for the one-time setup and yearly support and licensing fees. Assumptions include number of users and permit volume.

Applications and Services	Included	One-Time Set-Up Fee	Annual Support & License Fee
Permit Management (see details on inclusions below) Annual Fee Based on Number of Jurisdiction Users	х	\$6,500 <b>*</b>	\$8,000 *
ContractorConnect™ Online Permitting: PC, Smartphone and Tablet anywhere, anytime access through web browser by your citizens and contractors to do permit application, payment, status check, inspection scheduling and results. Included in Setup Fee Meritage-Preferred Merchant Account for Credit Card Processing	×	Included in Setup Fee	\$2,000
GIS Integration: Permitting	х	Included in Setup Fee	\$900
Contractor and/or Business Licensing	х	Included in Setup Fee	\$500
Legacy Data Import: Permitting Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV		\$2,000 (optional)	NA
Non-Preferred Merchant Account: additional fee if not a Meritage Systems preferred provider		\$2,500 (optional)	NA
Per Day On-Site Permit System Training		<b>\$1,500</b> (optional)	NA
Total of All Included (X) Items:		\$6,500	\$11,400

#### Permit Management Inclusions

- Unlimited Read-Only Users
- Permit Management
- Address Import Setup
- Inspections (including mobile access & when available, InspectorConnect™ app for iOS and Android smartphones and tablets)
- Contractor Registration
- Plan Review Tracking and simple Planning / Zoning permits and workflows
- Reporting and Data Import/Export
- Complete configuration of permit types, workflows per permit type, terminology, fee structures, documents and user roles and permissions, contractor and business licensing setup
- Permit Docs: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information. Additional custom docs at \$500 per document
- · Report Generator: Library of standard reports with ability to configure your own. Custom Reports priced individually
- Daily backup with rotation
- Multiple Online Training sessions for startup and post startup
- Personalized support, including periodic configuration updates
- Automatic updates of new features

#### Meritage services to be invoiced and paid as follows:

- Set-Up Fee and Data Import Fee invoiced on Agreement Effective Date and billed directly from Meritage Systems to National City, CA.
- Annual Service fee to be paid through updated Esgil/SAFEbuilt agreement. EsGil is responsible for payment of all annual support and license fees on behalf of the City (through a seperate agreement).

THE

#### RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND ESGIL CORPORATION TO AMEND SECTION 5 (COMPENSATION AND PAYMENT) TO INCREASE COMPENSATION BY ONE PERCENT (1%), FROM SIXTY-FIVE PERCENT (65%) TO SIXTY-SIX PERCENT (66%), TO PAY ALL ANNUAL COSTS IN THE AMOUNT OF \$11,400 FOR MERITAGE SYSTEMS, INC.'S ANNUAL SUPPORT AND LICENSE FEES FOR ACCESS TO THE MERITAGE WEBSITE FOR ONLINE PLAN SUBMITTAL AND TRACKING SERVICES

WHEREAS, on September 20, 2016, the City Council adopted Resolution No. 2016-150 entering into an Agreement with EsGil Corporation to provide permit processing, plan reviews, construction inspections, both on-site and off-site, for a not-to-exceed annual amount of \$800,000 and a term of August 8, 2016 through August 7, 2019; and

WHEREAS, the Agreement provided compensation for reviewing building plans in the amount of sixty-five percent (65%) of the plan checking fee collected by the City for each permit based upon the City's adopted fee schedule; and

WHEREAS, the City desires access to the Meritage System, Inc. ("Meritage") website for managing all areas of plan submittal and inspection and inspection processes that also allows residents and customers to have live access to the most current status of their respective plan review and inspection process; and

WHEREAS, because Meritage and EsGil Corporation ("EsGil") are both subsidiaries of Safebuilt, LLC, EsGil has agreed to a payment arrangement to provide access to the Meritage website through a First Amendment to their Agreement with the City to increase the compensation by one-percent (1%), from sixty-five percent (65%) to sixty-six percent (66%), to pay the Meritage cost for annual support and license fees; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement between the City of National City and EsGil Corporation to amend Section 5 (Compensation and Payment) to increase compensation by one percent (1%), from sixty-five percent (65%) to sixty-six percent (66%), to pay all annual costs in the amount of \$11,400 for the Meritage Systems, Inc., support and license fees. Copy of the First Amendment to the Agreement is on file in the Office of the City Clerk.

PASSED and ADOPTED this 17th day of April, 2018.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City 1) authorizing the Chief of Police to enter into a Memorandum of Agreement with the County of San Diego (San Diego Sheriff's Department and Probation Department) and municipal law enforcement age

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018	AGENDA ITEM NO.
ITEM TITLE: Resolution of the City Council of the City of National City 1) aut Agreement with the County of San Diego (San Diego Sheriff's I enforcement agencies throughout the County for program supp the program period retroactive from July 1, 2017 to June 30, 20 the establishment of an appropriation and corresponding reven	Department and Probation Department) and municipal law out of the Regional Realignment Response Group (R3) for 122, and 2) authorizing the acceptance of the grant funds &
PREPARED BY: Manuel Rodriguez, Chief of Police	DEPARTMENT: Police
PHONE: Ext. 4511	APPROVED BY: Manuel Rodriguez Permit report by Manuel Bedguez
EXPLANATION:	NORTH STREET, LEGISLA, GLASS
Refer to Attachment.	
FINANCIAL STATEMENT:	APPROVED: Mark Ralutto Finance
ACCOUNT NO.	APPROVED: MIS
	her State Grants) \$45,000
(Pe	ersonnel) \$45,000
No net financial impact. Revenue	s off-set expenses.
ENVIRONMENTAL REVIEW:	
ORDINANCE: INTRODUCTION: FINAL ADOPT	TION:
STAFF RECOMMENDATION:	
Approve Resolution.	
BOARD / COMMISSION RECOMMENDATION:	
ATTACHMENTS:	
Staff Report MOU	



# NATIONAL CITY POLICE DEPARTMENT

#### STAFF REPORT

DATE:

April 3, 2018

SUBJECT:

Resolution of the City Council of the City of National City authorizing the Chief of Police to enter into the Memorandum of Agreement with the County of San Diego (San Diego Sheriff's

Department and Probation Department) and municipal law enforcement agencies throughout the County, for program support

of the Regional Realignment Response Group (R3)

#### SUMMARY

It is recommended the City Council approve the Resolution of the City Council of the City of National City to authorize the Chief of Police to enter into the Memorandum of Agreement with the County of San Diego and municipal law enforcement agencies for program support of the Regional Realignment Group (R3). The agreement period is July 1, 2017 to June 30, 2022 resulting in reimbursement of \$45,000 to the City of National City.

# **BACKGROUND**

The National City Council passed and adopted the original Memorandum of Agreement on January 21, 2014 (Resolution No. 2014-03) authorizing the Chief of Police to enter into a Memorandum of Agreement with the County of San Diego (San Diego Sheriff's Department and Probation Department) and municipal law enforcement agencies throughout the County for program support of the Regional Realignment Response Group (R3). The National City Police Department received grant funds in the amount of \$31,539 in 2014 from the Community Corrections Partnership (R3) to support R3 and its primary goal of public safety.

The National City Council passed and adopted the original Memorandum of Agreement on September 6, 2016 (Resolution No. 2016-03) authorizing the Chief of Police to enter into a Memorandum of Agreement with the County of San Diego (San Diego Sheriff's Department and Probation Department) and municipal law enforcement agencies throughout the County for program support of the Regional Realignment Response Group (R3). The National City Police Department was allocated and received grant funds in the amount of \$45,000





and the total expense has not been finished to support R3 and its primary goal of public safety.

# **CURRENT AGREEMENT**

The Memorandum of Agreement is in effect from July 1, 2017 through June 30, 2022 with the County of San Diego (San Diego Sheriff's Department and Probation Department) for the Regional Realignment (AB109) Group. As part of this agreement, the National City Police Department will continue to receive grant funding in an amount to be determined but estimated at \$45,000. The funds shall be used to support R3 and its primary goal of public safety by developing and implementing targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders and Post Release Community Supervision Offenders, released into San Diego County.

# **IMPACT**

None. Revenue to the City in the amount of \$45,000.

# AGREEMENT FOR THE REGIONAL REALIGNMENT RESPONSE (R3) PROGRAM

#### 1. PARTIES TO THE AGREEMENT

This Agreement is between the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF CARLSBAD, the CITY OF CHULA VISTA, the CITY OF CORONADO, the CITY OF EL CAJON, the CITY OF ESCONDIDO, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE, the CITY OF SAN DIEGO (collectively the "CITIES"), collectively the "PARTIES", for program support of the Regional Realignment Response ("R3").

# 1.1 Party Departments or Agencies Participating in the Agreement

- 1.1.1 For the COUNTY, participating agencies are the Sheriff's Department ("SHERIFF") and the Probation Department ("PROBATION").
- 1.1.2 For the CITIES, participating agencies are their respective police departments.

The services and obligations of PARTIES and their participating agencies are set forth herein.

#### 2. RECITALS

- 2.1 WHEREAS, in April 2011, Governor Edmund G. Brown, Jr. signed Assembly Bill (AB) 109 to help California stop the costly, ineffective, and unsafe revolving door of lower-level offenders and parole violators cycling in and out of state prisons. This legislation gives local law enforcement the right and the ability to manage offenders in smarter and cost-effective ways; and
- 2.2 WHEREAS, in December 2013, COUNTY through SHERIFF implemented the Regional Realignment Response (R3) program in response to the passage of AB 109 and received funds from the State of California Local Revenue Fund 2011, Community Corrections Subaccount and continues to receive funds annually to continue the R3 program; and
- 2.3 WHEREAS, in March 2014, PARTIES executed the Agreement for the 2013 Regional Realignment Response (R3) for the initial term of December 31, 2013 through December 31, 2014; and
- 2.4 WHEREAS, in January 2015, PARTIES executed Amendment No.1 where Paragraph 3.1 provides that "(t)he term of this Agreement shall be December 31, 2013 and shall continue in effect through and terminate at midnight on December 31, 2015 subject to the termination provision in sections 3.2..."; and

- 2.5 WHEREAS, in May 2015, PARTIES executed Amendment No. 2 to increase each CITY'S allocation for personnel overtime; and
- 2.6 WHEREAS, in August 2015, PARTIES executed Amendment No. 3 to extend the Agreement from December 31, 2015 to June 30, 2016; and
- 2.7 WHEREAS, in October 2016, PARTIES executed the Agreement for the 2016 Regional Realignment Response (R3) for the initial term of July 1, 2016 through December 31, 2017; and
- 2.8 WHEREAS, in June 2016, the COUNTY and the CITY OF EL CAJON executed Amendment No. 4 to increase the CITY'S allocation for personnel overtime; and
- 2.9 WHEREAS, funds shall be used to support the R3 program and its primary goal of public safety by developing and implementing a targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders (which include those sentenced pursuant to California Penal Codes 1170(h)(5)(A) PC and 1170(h)(5)(B) PC and Post Release Community Supervision Offenders) released into San Diego County.
- 2.10 WHEREAS, Government Code §55632 authorizes COUNTY through SHERIFF and PARTIES, to contract with SHERIFF for provision of joint law enforcement services.
  - 2.10.1 WHEREAS, COUNTY has requested PARTIES assistance in performing R3 operations and will reimburse PARTIES for overtime-only expenses incurred collectively by PARTIES in R3 program operations not to exceed \$1,000,000 during the term of the Agreement.
- 2.11 WHEREAS, PARTIES desire to enter into an agreement with provisions concerning the nature and extent of R3 collaboration, services rendered, and compensation.
- 2.12 WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 3 dated June 28, 2016, approved and authorized the SHERIFF to enter into expenditure contracts related to the R3 program and to reimburse overtime expenses incurred collectively by PARTIES performing R3 program Operations in fiscal year 2016 and subsequent years.
- 2.13 PARTIES agree to maintain documentation as required in paragraph 7.3 Method of Payment, supporting all expenditures reimbursed from R3 program funds, for a period of five years, with five years beginning the day after the end of the project period, e.g., if the end of the project period is June 30, 2018, five years begins July 1, 2018 and ends June 30, 2023.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that COUNTY through SHERIFF will reimburse, and PARTIES will provide, a level of R3 services, as set forth in this Agreement.

# 3. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the R3's goal of ensuring public safety in the post AB 109 environment by the continued development and implementation of a targeted, proactive, intelligence-based approach to control and counteract the risks associated with a population of offenders placed under the responsibility of the county.

# 4. SCOPE OF SERVICES

# 4.1 Method of Service Delivery

SHERIFF will maintain the R3 program funding and will be administratively responsible for coordination of PARTIES' obligations and reimbursement to PARTIES' under this Agreement.

#### 4.2 Overview of Basic Services

PARTIES will provide R3 operations ("Operations") in their designated areas of jurisdiction and/or in coordination with other R3 PARTIES in order to counteract the risks associated with realigned offenders released into San Diego County.

# 4.2.1 Framework of Operations

The Regional Realignment Response Group (R3G), consisting of designated coordinators from each PARTY, as outlined in paragraph 6.2.3, will oversee R3 Operations and will meet every six (6) months to discuss and plan Operations.

# 4.2.2 Regional Sub-Group

Regional Sub-Groups (RSGs) are created for the Northern, Central, and Southern areas of the County. The RSGs are responsible for planning and coordinating allied or regional Operations involving two or more PARTIES. The RSGs are composed of the following:

**NORTHERN**: A police lieutenant from the cities of Escondido, Carlsbad, and Oceanside, a lieutenant from SHERIFF, and a supervising probation officer from PROBATION.

**CENTRAL**: A police lieutenant from the cities of San Diego, El Cajon, and La Mesa, a lieutenant from SHERIFF, and a supervising probation officer from PROBATION.

**SOUTHERN**: A police lieutenant from the cities of San Diego, National City, and Chula Vista, a lieutenant from SHERIFF, a commander from the city of Coronado, and a supervising probation officer from PROBATION.

#### 5. TERM OF AGREEMENT

#### 5.1 Initial Term

This Agreement shall be effective July 1, 2017 and shall continue in effect through and terminate at midnight on June 30, 2022, or until terminated pursuant to sections 5.2, subject to availability of funds, and 5.3 below.

#### 5.2 Option to Extend

COUNTY shall have the option to renew this Agreement for successive one year increments beyond June 30, 2022. Renewal or extension of the Agreement beyond June 30, 2022 shall be subject to available funding.

#### 5.3 Termination

Subject to the applicable provisions of state law, each PARTY may terminate its participation in this Agreement upon ninety (90) days minimum written notice to the other PARTIES. Lack of funding may also result in termination of this agreement pursuant to section 10.13.

# 6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

#### 6.1 Anticipated Outcome

The anticipated outcome of the R3 Operations, provided by PARTIES under this Agreement, is increased law enforcement presence in each respective PARTY's designated area of jurisdiction in order to counteract the risks associated with realigned offenders released into San Diego County. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES.

- 6.1.1 PARTIES will provide enhanced enforcement by increasing patrol presence in areas where realigned offenders reside, jurisdictions where they are released, and areas they are known to frequent. This patrol presence will include 4th waiver searches, probation compliance checks, directed patrol, and coordinated multi-agency sweeps. In addition, PARTIES will utilize their unique investigatory areas of expertise in Operations.
- 6.1.2 Increase intelligence/information sharing among PARTIES, including but not limited to the following activities:
  - (a) Utilize Criminal Intelligence Analysts, dedicated to the R3 program, located at the San Diego Law Enforcement Coordination Center (SD-LECC). The SD-LECC will serve as the centralized clearinghouse for information and documentation of realigned offender post-release packets.
  - (b) Conduct meetings every six (6) months with a minimum of one (1) representative from each PARTY.
  - (c) Increase information sharing during Operations.

- 6.1.3 Prior to R3 Operations, an Operations Plan must be approved by the R3designated coordinators. The Operations Plan shall be submitted by the operations coordinator via email to R3@sdsheriff.org at least seventy-two (72) hours prior to the Operation.
- 6.1.4 At the conclusion of each R3 Operation, participating PARTY shall complete a Daily Activity Report (DAR). The DAR will be submitted to the PARTY'S designated coordinator.
- 6.1.5 The designated coordinator shall email the following to R3@sdsheriff.org:
  - (a) A completed OVERALL Operation Statistics form
  - (b) All completed DAR forms received from personnel
  - (c) A completed Operation Roster which includes all personnel assigned to the Operation and sign in and sign out times.

# 6.2 Personnel Qualifications and Assignment

#### 6.2.1 Qualifications

Each PARTY shall ensure that personnel assigned to perform Operations pursuant to this Agreement meet the minimum qualification for their specific classification.

# 6.2.2 Management, Direction and Supervision

The hiring, firing, management, direction, and supervision of each PARTY's personnel, the standards of performance, the discipline of each PARTY'S personnel, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of each PARTY in each PARTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for all its personnel provided to the R3 program by this Agreement. PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to any other PARTY's personnel engaged in performing this Agreement.

# 6.2.3 Designated Coordinators

SHERIFF shall select and designate a coordinator who shall manage and direct the R3 program. Each other PARTY shall select and designate a coordinator under this Agreement. The designated coordinators for each PARTY shall represent their agency on the R3 outlined in Section 4.2, perform the activities outlined in Section 6.1.5 and implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

# 6.2.4 Staffing for Basic Services

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to R3 program Operations at all times during the term of this Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

#### 6.2.5 Equipment and Supplies

Each PARTY will supply its own personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform R3 program Operations under this agreement.

# 7. COST OF SERVICES/CONSIDERATION

#### 7.1 General

As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY through SHERIFF shall reimburse PARTIES for personnel assigned to perform R3 program Operations on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY through SHERIFF are dependent on the continued availability of funds from the State of California Local Revenue Fund, Community Corrections Subaccount.

# 7.2 Personnel Costs/Rate of Compensation

During the term of this Agreement, COUNTY through SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform R3 program Operations based upon available funding and the actual costs incurred by PARTIES to provide Operations under this Agreement.

# 7.3 Method of Payment

PARTIES shall submit correct and complete reimbursement forms, labor reports, and timesheets, as documentation that represents amounts due under this Agreement to SHERIFF no later than the final business day of the subsequent month from the month being claimed. All requests for reimbursement shall be sent to:

San Diego County Sheriff's Department O-41 Grants Unit (R3) P. O. Box 939062 San Diego, CA 92193-9062

- 7.3.1 Reimbursement forms, labor reports, and timesheets must have the signature of PARTY's designated coordinator or his or her designee, certifying that the invoice, labor reports, and timesheets are true and correct.
- 7.3.2 PARTIES shall provide payroll records for every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, regular hourly rate, overtime-hourly rate, overtime hours worked, date overtime worked, and fringe benefit rate and cost. PARTIES shall make available to SHERIFF for inspection, upon request,

- all payroll records and any other records that relate to the Basic Services provided under this Agreement.
- 7.3.3 Within sixty (60) business days upon receipt of valid invoice and complete documentation, SHERIFF will reimburse PARTIES for the Basic Services agreed to.
- 7.3.4 Each PARTY is responsible for tracking the claims submitted by their agency to ensure their total claim does not exceed the allocation for their agency.

# 8. <u>INDEMNIFICATION - WORKERS COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES</u>

- 8.1 The COUNTY shall fully indemnify and hold harmless non-County PARTIES and their respective officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.
- 8.2 Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by that respective agency, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective agency or any contract labor provider retained by that respective agency.
- 8.3 Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by non-County party, or (2) any claim,

demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective law enforcement agency or any contract labor provider retained by the law enforcement agency.

# 9. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE

# 9.1 Claims Arising From Sole Acts or Omissions of a PARTY

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers, and employees, from any claim, action, or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

# 9.2 Claims Arising From Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 9.4 below.

#### 9.3 Joint Defense

Notwithstanding paragraph 9.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in section 9.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

#### 9.4 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

# 10. GENERAL PROVISIONS

# 10.1 Independent Contractor Status

10.1.1 In the performance of services under this Agreement, COUNTY and CITIES acknowledge and agree that COUNTY and its respective officers, agents and/or employees shall be deemed independent contractors and not officers,

agents or employees of CITIES; CITIES and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of COUNTY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder; all such personnel provided by CITIES under this Agreement are under the direct and exclusive supervision, daily direction, and control of their respective agencies and each agency assumes full responsibility for the actions of such personnel in the performance of services hereunder.

- 10.1.2 COUNTY and CITIES acknowledge and agree that COUNTY does not control the manner and means of performing the work of CITIES' officers, agents or employees who perform R3 program Operations, nor does COUNTY have the right to hire or fire such officers, agents or employees. CITIES do not control the manner and means of performing the work of COUNTY officers, agents or employees who perform R3 program Operations, nor do CITIES have the right to hire or fire such officers, agents or employees.
- 10.1.3 COUNTY has no authority of any kind to bind CITIES, and CITIES have no authority to bind COUNTY in any respect whatsoever, nor shall COUNTY act or attempt to act, or represent itself directly or by implication as an agent of CITIES, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITIES. CITIES shall not act or attempt to act, or represent themselves directly or by implication as an agent of COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

#### 10.2 Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows or, to such other place as each party may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:

Sheriff
San Diego County Sheriff's Department
P. O. Box 939062
San Diego, CA 92193

Chief Probation Officer Probation Department 9444 Balboa Avenue, Ste. 500 San Diego, CA 92123

# # # #

#### To non-County PARTIES:

Chief of Police Carlsbad Police Department 2560 Orion Way Carlsbad, CA 92010

Chief of Police Coronado Police Department 700 Orange Avenue Coronado, CA 92118

Chief of Police Escondido Police Department 1163 North Centre City Parkway Escondido, CA 92026

Chief of Police National City Department 1200 National City Boulevard National City, CA 91950

Chief of Police San Diego Police Department 1401 Broadway San Diego, CA 92101 Chief of Police Chula Vista Police Department 315 Fourth Avenue Chula Vista, CA 91910

Chief of Police El Cajon Police Department 100 Civic Center Way El Cajon, CA 92020

Chief of Police La Mesa Police Department 8085 University Avenue La Mesa, CA 91942

Chief of Police Oceanside Police Department 3855 Mission Avenue Oceanside, CA 92058

A notice shall be effective on the date of personal delivery if personally delivered before 5:00p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

#### 10.3 Amendment

This Agreement may be modified or amended only by a written document signed by the COUNTY through SHERIFF and the affected PARTY or PARTIES, and no oral understanding or agreement shall be binding on any PARTY or PARTIES.

# 10.4 Entire Agreement

This Agreement constitutes the complete and exclusive statement of agreement between the COUNTY and non-County PARTIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

#

#### 10.5 Construction

This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one PARTY.

#### 10.6 Waiver

A waiver by COUNTY or non-County PARTIES of a breach of any of the covenants to be performed by COUNTY or non-County PARTIES shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of any party to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or non-County PARTIES of either performance or payment shall not be considered a waiver of PARTY's preceding breach of this Agreement.

# 10.7 Authority to Enter Agreement

COUNTY and non-County PARTIES have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective PARTY.

# 10.8 Cooperation

COUNTY through SHERIFF and non-County PARTIES will cooperate in good faith to implement this Agreement.

#### 10.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. COUNTY through SHERIFF will provide each non-County PARTY with a copy of this Agreement once fully executed.

### 10.10 Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

#### 10.11 Representation

Each PARTIES' Chief, or their respective designee, shall represent their agency in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent SHERIFF in all discussions pertaining to this Agreement.

# 10.12 Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, the SHERIFF, or his or her designee, and PARTIES' Chief of Police, or his or her respective designee, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

### 10.13 Termination of Funding

In the event that funding for reimbursement of costs related to R3 program Operations is terminated, this Agreement in its entirety shall be considered null and void and PARTIES shall no longer be required to provide R3 program Operations as described herein. In such event, COUNTY through SHERIFF shall notify all PARTIES in writing and all PARTIES shall meet immediately, and if agreed upon by the PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of R3 program Operations through alternate means.

#### 10.14 Obligation

This Agreement shall be binding upon the successors of the PARTIES.

#### 10.15 California Law

This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with, and governed by the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES here Agreement, such Agreement being effective Juday of, 2018.	ato approve and agree to the terms of this ally 1, 2017 and executed on this
COUNTY OF SAN DIEGO	COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT	PROBATION DEPARTMENT
William D. Gore	Adolfo Gonzales
Sheriff	Chief
CARLSBAD POLICE DEPARTMENT	CHULA VISTA POLICE DEPARTMENT
Neil Gallucci	Roxana Kennedy
Chief	Chief

CORONADO POLICE DEPARTMENT	CITY OF EL CAJON
Jon Froomin Chief	Douglas Williford City Manager
ESCONDIDO POLICE DEPARTMENT	LA MESA POLICE DEPARTMENT
Craig Carter Chief	Walt Vasquez Chief
NATIONAL CITY POLICE DEPARTMENT	OCEANSIDE POLICE DEPARTMENT
Manuel Rodriguez Chief	Frank McCoy Chief
SAN DIEGO POLICE DEPARTMENT	CITY OF SAN DIEGO
David Nisleit Chief	Kevin Faulconer (or designee) Mayor
Approved as to form and legality: SAN DIEGO COUNTY COUNSEL	Approved as to form: MARA W. ELLIOTT, SAN DIEGO CITY ATTORNEY
Mark Day Senior Deputy	P. D
# # #	By Deputy City Attorney
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#### RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN DIEGO (SAN DIEGO SHERIFF'S DEPARTMENT AND PROBATION DEPARTMENT) AND MUNICIPAL LAW ENFORCEMENT AGENCIES THROUGHOUT THE COUNTY FOR PROGRAM SUPPORT OF THE REGIONAL REALIGNMENT RESPONSE GROUP (R3), FOR THE PROGRAM PERIOD RETROACTIVE FROM JULY 1, 2017 TO JUNE 30, 2022, AND AUTHORIZING THE ACCEPTANCE OF THE GRANT FUNDS, AND THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR THE R3 GRANT IN THE AMOUNT OF \$45,000

WHEREAS, as part of the State of California Realignment (AB 109), San Diego County, through the Sherriff's Department, requested funds from the Community Corrections Partnership ("CCP") to create a Regional Realignment Response Group ("R3"); and

WHEREAS, on January 21, 2014, the City Council adopted Resolution No. 2014-03, entering into a Memorandum of Understanding with the County of San Diego for program support of R3; and

WHEREAS, R3 currently consists of the County of San Diego Sheriff's Department and Probation Department (together referred to as "County") and the cities of Carlsbad, Chula Vista, Coronado, El Cajon, Escondido, La Mesa, and National City (the "Parties"); and

WHEREAS, San Diego County, through the Sherriff's Department, received funds from the State of California Local Revenue 2011, Community Corrections Subaccount to continue the R3 program retroactive from July 1, 2017 through June 30, 2022; and

WHEREAS, the funds shall be used to support R3 and its primary goal of public safety by developing and implementing a targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders and Post Release Community Supervision Offenders released into San Diego County; and

WHEREAS, as part of this Agreement, the National City Police Department is expected to receive approximately \$45,000 to conduct compliance and enforcement operations of violators.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Chief of Police to execute the Memorandum of Agreement with the County of San Diego (San Diego Sheriff's Department and Probation Department) to continue program support of the Regional Realignment Response Group (R3).

BE IT FURTHER RESOLVED that the City Council authorizes the acceptance of grant funds in the approximate amount of \$45,000 to continue R3's primary goal of public safety to develop and implement a targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders and Post Release Community Supervision Offenders released into San Diego County retroactive from July 1, 2017 through June 30, 2022.

Resolution No. 2018 – Page Two

BE IT FURTHER RESOLVED that the City Council hereby authorizes the establishment of an appropriation and corresponding revenue budget for the R3 Grant in the amount of \$45,000.

PASSED and ADOPTED this 17th day of April, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	·γ·
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City 1) accepting the work performed by Dick Miller, Inc. for the Plaza Boulevard Widening "N" Avenue to I-805, CIP No. 16-01; 2) ratifying the execution of Change Order No. 50 in the amount of \$183,1

# CITY OF NATIONAL CITY, CALIFORNIA **COUNCIL AGENDA STATEMENT**

MEETING DATE: April 17, 2018 AGENDA ITEM NO.

ITE	ΞM	TI	TL	E:

Resolution of the City Council of the City of National City: 1) accepting the work performed by Dick Miller, Inc. for the Plaza Boulevard Widening "N" Avenue to I-805, CIP No. 16-01; 2) ratifying the

PREPARED BY: Jose Lopez, Assistant Engineer - Civil PHONE: 619-336-4312  EXPLANATION: See attached.	DEPARTMENT: Engine APPROVED BY:	ering/Public Works
FINANCIAL STATEMENT: ACCOUNT NO. N/A	APPROVED:	Finance MIS
ENVIRONMENTAL REVIEW:  N/A  ORDINANCE: INTRODUCTION: FINAL ADOPTION  STAFF RECOMMENDATION:  Adopt Resolution accepting the work performed by Dick Millito I-805, CIP No. 16-01 and approving the final contract amount and BOARD / COMMISSION RECOMMENDATION:  N/A	er, Inc. for the Plaza Boulevard \	Videning "N" Avenue

# ATTACHMENTS:

- 1. Explanation
- 2. Notice of Completion
- 3. Final Contract Balance Report
- 4. Resolution

#### **EXPLANATION**

The project is the first phase of enhancements to Plaza Boulevard. This project widened Plaza Boulevard between "N" Avenue to I-805 to construct a 6-lane regional arterial. The general scope of work included adding travel lanes to expand roadway capacity and improve traffic flow, traffic signal modifications for safety and operations, pedestrian/ADA enhancements, street lighting, new concrete medians, and utility undergrounding.

On December 17, 2015, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On December 18, 2015 and December 28, 2015, the bid solicitation was advertised in local newspapers.

On January 19, 2016, nine (9) bids were received electronically on PlanetBids by the 3:00 p.m. deadline. Bid results were available immediately after the 3:00 p.m. deadline. Dick Miller, Inc. was the apparent lowest bidder with a total bid amount of \$1,894,498.10 as the basis of bid award.

Upon review of all documents submitted and reference checks, Dick Miller, Inc.'s bid was found to be responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On February 2, 2016, the City Council adopted Resolution No. 2016-15 awarding the contract to Dick Miller, Inc., in the not-to-exceed amount of \$1,894,498.10 and authorized a 15% contingency in the amount of \$284,174.72 for any unforeseen changes.

The Notice to Proceed with construction was issued on April 4, 2016. Construction started on April 4, 2016 and was completed on August 1, 2017.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by \$326,923.22, while line item adjustments decreased the contract by \$139,066.65 for a net increase of \$187,856.57 to the contract. This results in a 9.9% contract increase for a final contract balance of \$2,082,354.67.

Change Order No. 50 was executed in the amount of \$183,135.00 in order to provide additional roadway repairs needed along Plaza Blvd, after site evaluations conducted by City staff in conjunction with our geotechnical and material testing consultant, determined the 2" grind and overlay per the contract would not be sufficient to repair the failing sections of asphalt within the project limits. City Council action to ratify this change order is needed, as the amount exceeds the \$50,000 threshold. As previously mentioned, the total contract increase, inclusive of Change Order No. 50, was 9.9%; well within the allowed 15% contingency previously approved.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work of Dick Miller, Inc. for the Plaza Boulevard Widening "N" Avenue to I-

805, CIP No. 16-01; 2) ratify the execution of Change Order No. 50 in the amount of \$183,135.00 for additional asphalt repairs; 3) approve the final contract amount of \$2,082,354.67; 4) ratify the release of retention in the amount of \$104,117.73; and 5) ratify the filing of the Notice of Completion for the project.

The Notice of Completion has been filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY WHEN RECORDED MAIL TO: NAME: CITY OF NATIONAL CITY ADDRESS: 1243 NATIONAL CITY BOULEVARD NATIONAL CITY, CA 91950

# NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on August 2, 2017 of the Plaza Boulevard

Widening "N" Avenue to I-805, C	얼마나 그렇게 하네요.	riugust 2, 20	17 of the Tiaza Boulevaru
	ortion of work of improvement	nt under construction	on or alteration.
Along E. Plaza Blvd between "N'	Avenue and I-805 in	National City,	CA 91950
Street Address	City	State	Zip Code
The undersigned owns the	Owner in fee		
Nature of th	ne interest or estate of owner (	mortgagor, lessee,	etc.)
Said work of improvemen	t was performed on th <b>Dick Miller, In</b> Name of Original Cont	ıc.	suant to a contract with
The following work and material concrete, asphalt, and signing and			
excavation equipment.			
General sta	tement of kind of labor, servi	ces, equipment or n	naterials
The names and addresses of	of co-owners are: N	J/A	
	Joint tenants, tenants i	in common, or other	rowners
Dated: August 2, 2017;			
	Signature of Owne City of National C		City Blvd., National City, CA 91950
I, the undersigned, say: I have rea	d the foregoing Notice	e of Completio	n and know the contents
thereof; the same is true of my ow	n knowledge. I declar	e under penalty	of perjury that the forgoing
is true and correct.			
Executed on August 2, 2017 at, N	Vational City, Californ	ia.	
Signature:			
RON MORRISON	I, MAYOR		Noc i6-01



DATE:

March 6, 2018

PROJECT:

PLAZA BLVD WIDENING "N" AVENUE TO I-805

FY 17

CIP No. 16-01

TO:

Dick Miller Inc.

930 Boardwalk # G San Marcos, CA 92078

**ORIGINAL CONTRACT AMOUNT:** 

\$1,894,498.10

START DATE:

April 4, 2016

**COMPLETION DATE:** 

August 1, 2017

ORIGINAL CONTRACT LENGTH:

200 Working Days

SDGE DELAY:

89 Working Days

**EXTENTION OF WORK DAYS:** 

42 Working Days

**TOTAL CONTRACT TIME:** 

331 Working Days

#### **DESCRIPTION:**

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

# CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1. The original plans did not account for the relocation of backflow preventers and removing a tree at 1539 E. Plaza Blvd. Under direction of the Engineer the Contractor proceeded with relocating 3 backflow preventers and removing and disposing of a Cupania tree. This Change Order resulted in a change to the contract in the amount of \$ 5,181.84.

Change Order #2. The original plans did not account for the additional grading needed at the back of sidewalk to meet the new grades. Under direction of the Engineer the Contractor is to proceed with additional grading, irrigation and landscaping at 1401 E. Plaza Bivd. This Change Order resulted in a change to the contract amount by \$ 9,960.36.

Change Order #3. To accommodate the next phase of traffic control the #2 westbound lane on Plaza Blvd. from Palm Ave. to N Ave. had to be edge grind to smooth for traffic. Under direction of the Engineer the Contractor proceeded with an edge grind on the #2 lane under time and materials. This Change Order total amount was \$ 1,036.82.

Plaza Blvd Widening "N" Avenue to I-805 CIP No. 16-01

Change Order #4. At the NE corner of Palm Ave. and Plaza Blvd. a palm tree had to be removed to accommodate the new traffic signal equipment and sidewalk. Under direction of the Engineer the Contractor proceeded under time and materials. This Change Order total amount was \$ 1,148.68.

Change Order #5. Additional traffic control, signing and striping was required to accommodate two lanes in the westbound direction from I-805 to Palm Ave. (Stage 1A per Dokken Revised Plan). Under direction of the Engineer the Contractor is to proceed with additional signing and striping from Palm Ave. to I-805. This Change Order total amount was \$ 19,046.72.

Change Order #6. At 1539 E. Plaza Blvd. there were 2 palm trees that needed to be relocated to accommodate the new traffic signal equipment and sidewalk. Under direction of the Engineer the Contractor proceeded with relocating the two palm trees. This Change Order total amount was \$ 3,711.75.

Change Order #7. On the south side of Plaza Blvd. at station 55+00 an unforeseen concrete lug had to be partially removed to make grade for the new curb and gutter. Under direction of the Engineer the Contractor proceeded under time and materials. This Change Order total amount was \$ 860.89.

Change Order #8. Additional traffic control, signing and striping was required to accommodate two lanes in the westbound direction from I-805 to N Ave. (Stage 2 per Dokken Revised Plan). Under direction of the Engineer the Contractor is to proceed with additional signing and striping from N Ave. to I-805. This Change Order total amount was \$ 2,464.80.

Change Order #9. Two palm trees were in conflict with the new sidewalk improvements and had to be removed on the South side of Plaza Blvd. adjacent to USA gasoline. Under direction of the Engineer the Contractor proceeded under time and materials to remove and dispose of the two palm trees. This Change Order total amount was \$ 2,115.82

Change Order #10. A shallow Caltrans electrical conduit was discovered from stations 58+00 to 59+09 encased in concrete within our improvement subgrade section and needed to be removed to meet the required grades. Under direction of the Engineer the Contractor proceeded under time and materials to remove the Caltrans encasement. This Change Order total amount was \$ 1,940.43.

Change Order #11. An alternate location had to be dug for the foundation of the streetlight at station 58+23 because of multiple utility conflicts. Under direction of the Engineer the Contractor proceeded under time and materials to dig a new street light foundation hole. This Change Order total amount was \$ 827.71.

Change Order #12. Two lighted entry signs had to be relocated to the new back of sidewalk at the Stardust Inn. Under direction of the Engineer the Contractor proceeded under time and materials to relocate two lighted entry signs. This Change Order total amount was \$ 1,308.27

Change Order # 13. Vehicles continued to block the driveway at the Bellus Academy on Plaza Blvd. To deter drivers from blocking the driveway the "Keep Clear" striping needed to be refreshed and

Plaza Blvd Widening "N" Avenue to I-805 CIP No. 16-01

additional signs and LED lights needed to be added. Under direction of the Engineer the Contractor proceeded with refreshing the "Keep Clear" and adding additional signs and lighting. This Change Order reduced the contract amount by \$ 1,828.63

Change Order # 14. At the NE corner of Palm Ave. and Plaza Blvd. the type B-1 curb inlet could not be installed because of an unforeseen wall footing. Under direction of the Engineer the Contractor proceeded under time and materials to install a Type A curb inlet. This Change Order total amount was \$ 2,291.91

Change Order #15. Additional grading and repair was needed around the Caltrans conduit between stations 58+42 and 59+32. Under direction of the Engineer the Contractor proceeded under time and materials to grade around the Caltrans conduit and to repair any damaged sections of the conduit. This Change Order total amount was \$ 1,930.56

Change Order #16. A second layer of geo-grid for the bus pad at station 58+42 had to be placed to obtain the required compaction. Under direction of the Engineer the Contractor proceeded under time and materials to place the 2nd layer of geo-grid for the bus pad. This Change Order total amount was \$ 649.24

Change Order # 17. Due to utility conflicts small sections of asphalt had to be paved separately on the South side of Plaza Blvd. from Palm Ave. to the I-805. Under direction of the Engineer the Contractor proceeded under time and materials pave the missing sections of asphalt. This Change Order total amount was \$ 1,173.17

Change Order #18. Pulled wire and spliced for the two lighted entry signs at the Stardust Inn. Under direction of the Engineer the Contractor proceeded under time and materials to pull wire and splice for the two lighted entry signs at the Stardust Inn. This Change Order total amount was \$ 1,317.99

Change Order #19. Specialized soil was needed for the relocation of the palm tree at the NW corner of Palm Ave. and Plaza Blvd. and green waste needed to be hauled off. Under direction of the Engineer the Contractor proceeded under time and materials to deliver the specialized soil and to haul off the green waste. This Change Order total amount was \$ 966.55

Change Order #20. The palm tree that was relocated at the NW corner of Plaza Blvd. and Palm Ave. had to be hand watered daily for weeks. Under direction of the Engineer the Contractor proceeded under time and materials to hand water the relocated palm tree. This Change Order total amount was \$ 1,019.30

Change Order #21. The private utility lines of the USA Gasoline on the SE corner of Palm Ave. and Plaza Blvd. had to be located to proceed with the improvements on the property. Under direction of the Engineer the Contractor proceeded under time and materials to subcontract a private utility locator. This Change Order total amount was \$ 279.12.

Plaza Blvd Widening "N" Avenue to I-805 CIP No. 16-01

Change Order #22. The limits of grading were extended at the Stardust Inn to catch the grade of the adjusted driveway. Under direction of the Engineer the Contractor preceded under time and materials to grade, prepare the soil and place the sod. The Change Order total amount was \$ 2,354.75.

Change Order #23. The grades for the cross gutter in front of the IHOP did not meet ADA standards and had to be redesigned. Under direction of the Engineer the Contractor proceeded under time and materials to re-grade the cross gutter. This Change Order total amount was \$ 2,160.07.

Change Order #24. The redesigned grades for the IHOP cross gutter also required additional demolition and paving. Under direction of the Engineer the Contractor proceeded under time and materials for additional demolition and paving. This Change Order total amount was \$ 5,324.69.

Change Order #25. The existing traffic control plan needed to be refreshed for safety purposes with reblacking out the old lines and re-painting the new layout. Under direction of the Engineer the Contractor proceeded under time and materials for refreshing the traffic control striping. This Change Order total amount was \$ 2,016.81.

Change Order #26. The existing tree at station 46+09 on the South side of Plaza Blvd. was in conflict with the new sidewalk and had to be removed. Under direction of the Engineer the Contractor proceeded under time and materials for removing and disposing of the tree. This Change Order total amount was \$ 3,515.60

Change Order #27. The existing glue down delineators were damaged or missing and needed to be replaced. Under direction of the Engineer the Contractor proceeded under time and materials for replacing the glue down delineators. This Change Order total amount was \$1,556.35.

Change Order #28. Removing the staircase for the IHOP created a safety issue for fire access and work had to be done inside IHOP to meet code. The work consisted of removing doors and setting up a new escape route with signs. Under direction of the Engineer the Contractor proceeded under time and materials for adjusting the IHOP fire safety route. This Change Order total amount was \$ 1,957.64.

Change Order #29. Sections of curb/gutter, sidewalk and street section were left incomplete due to utility conflicts. Due to loss of production for having to leave sections blocked out and incomplete and come back separately to each location and complete, an agreed upon 25% would be added to the line item amounts billed. This Change Order total amount was \$ 9,437.20.

Change Order #30. Additional work at the Northwest corner of N Ave. and in front of the new Starbucks was needed for the new development. The work consisted of a new crossgutter, curb/gutter, sidewalk, driveway and pedestrian ramp. The items would be billed to the line items in the contract with a 25% markup for being outside of the original scope. This Change Order total amount was \$ 4,956.40.

Change Order #31. The contract called out to use an existing foundation for a new street light on the North side of Plaza Blvd. at station 44+65; however, the existing streetlight was direct burial without a

Plaza Blvd Widening "N" Avenue to I-805 CIP No. 16-01

foundation. Under direction of the Engineer the Contractor proceeded under time and materials for digging and installing a new foundation. This Change Order total amount was \$ 738.21

Change Order #32. The additional work at the Northwest corner of N Ave. and Plaza Blvd. required some electrical items to be adjusted with new conduit and pullboxes. Under direction of the Engineer the Contractor proceeded under time and materials to install new conduit and pullboxes. This Change Order total amount was \$ 1,228.59.

Change Order #33. MTS requested the bus bench and shelter be moved back as bus drivers continued to hit the shelter on the North side of Plaza Blvd. at station 47+30. Under direction of the Engineer the Contractor proceeded with relocating the bus bench and shelter to the back of sidewalk. This Change Order total amount was \$ 3,668.81.

Change Order #34. Additional cross gutter at N Ave. and Starbucks frontage (sidewalk, curb/gutter, driveway, pedestrian ramp, base and asphalt) were billed per line item. Lump sump items such as traffic control, clearing and grubbing, excavation and grading proceeded under time and materials. Under direction of the Engineer the Contractor proceeded under time and materials with the additional cross gutter at N Ave. and Starbucks frontage. This Change Order total amount was \$ 5,148.78.

Change Order #35. Due to traffic and safety issues the City directed the conduit trench crossing and signal switchover be performed at night. Under direction of the Engineer the Contractor proceeded under time and materials for the additional night work costs. This Change Order total amount was \$ 10,814.62

Change Order #36. Additional grading and subgrade preparation was required for the cross gutter at N Ave. Under direction of the Engineer the Contractor proceeded under time and materials for the additional grading and subgrade preparation. This Change Order total amount was \$80.64.

Change Order #37. Due to the location of the traffic signal poles the pedestrian push buttons did not meet ADA requirements and separate push button posts had to be installed. Under direction of the Engineer the Contractor proceeded with installing 7 pedestrian push button posts at all 4 corners of Palm Ave. and Plaza Blvd. and the Northwest, Northeast and Southeast corner of N Ave. and Plaza Blvd. This Change Order total amount was \$ 10,292.10.

Change Order #38. The storm drain box on the South side of Plaza Blvd. at station 53+07 could not be adjusted to grade and had to be reconstructed. Under direction of the Engineer the Contractor proceeded under time and materials to reconstruct the storm drain box. This Change Order total amount was \$ 2,968.17

Change Order #39. The relocated paim tree for the North side Western Dental did not survive and had to be removed. Under direction of the Engineer the Contractor proceeded under time and materials to remove the dead paim tree. This Change Order amount was \$ 1,642.18.

Plaza Blvd Widening "N" Avenue to I-805 CIP No. 16-01

Change Order #40. The cross gutter on the North side of Plaza Blvd. at station 41+80 was redesigned with rebar and 10" thick 4,000 psi concrete because of poor subgrade. Under direction of the Engineer the Contractor proceeded under time and materials to add rebar and increase the strength and thickness of the concrete in the cross gutter. This Change Order amount was \$ 1,292.51.

Change Order #41. The grades for the cross gutter on the South side of Plaza Blvd. at station 43+00 did not meet ADA standards and the already set up formwork had to be taken out and redone. Under direction of the Engineer the Contractor proceeded under time and materials to redo the formwork for the cross gutter. This Change Order amount was \$ 1,443.13

Change Order #42. The Holiday Inn entry sign had to be relocated to accommodate the new improvements. Under direction of the Engineer the Contractor proceeded under time and materials to relocate and rewire the Holiday Inn entry sign. This Change Order amount was \$ 861.50

Change Order #43. During Installation of conduit for the traffic signal modification on the Southwest corner of Palm Ave. and Plaza Blvd. an unforeseen abandoned SDGE vault was discovered. Under direction of the Engineer the Contractor proceeded under time and materials to break through the vault to install the conduit. This Change Order amount was \$ 1,032.29

Change Order #44. During installation of type 1-A pole foundation on the Southeast corner of Palm Ave. and Plaza Bivd. an unforeseen old foundation was discovered. Under direction of the Engineer the Contractor proceeded under time and materials to break through the unforeseen foundation to get the required depth for the type 1-A pole foundation. This Change Order amount was \$ 865.92

Change Order #45. Two 6T pull boxes were installed for future fiber HSIP 4 communications project. Under direction of the Engineer the Contractor proceeded under time and materials to install two 6T pull boxes. This Change Order amount was \$ 1,692.93

Change Order #46. During demolition for the cross gutter on the North side of Plaza Blvd. at the Chinese Bistro and unforeseen conduit was hit and damaged. Under direction of the Engineer the Contractor proceeded under time and materials to install new conduit and pull new wire for the Chinese Bistro sign. This Change Order amount was \$ 915.92

Change Order #47. During punchlist walk an existing wall at 1615 E. Plaza Blvd. was discovered to be broken and potential of falling onto sidewalk. Under direction of the Engineer the Contractor proceeded under time and materials to repair the damaged wall. This Change Order amount was \$ 1,474.98

Change Order #48. New pedestrian handrails were installed throughout the project but did not meet current ADA standards without an edge barrier per section 405.9. Under direction of the Engineer the Contractor proceeded under time and materials to add a kickplate to the new railing. This Change Order amount was \$ 2,486.87

Plaza Blvd Widening "N" Avenue to I-805 CIP No. 16-01

Change Order #49. Through value engineering during construction multiple line items were deleted resulting in a total base bid deduction of \$139,066.65. The line items associated with this were 22, 28, 33, 34, 36, 47, 54, 55, 67 and 68. The line item deletion will be reflected on the final billing statement as 0 value on each individual line item and the deduction is not indicated here. This Change Order amount was \$ 0.00.

Change Order #50. The 2" grind and overlay per Contract would not be sufficient to repair the failing sections of asphalt along Plaza Blvd from N Avenue to the I-805. To provide a stable structural street section under direction of the Engineer the Contractor proceeded to remove and replace an additional 6" of asphalt within the failing sections. This Change Order amount was \$183,135.

All Change Orders listed above increased the total contract Working Days by **42.** All Change Orders listed above increased the total contract amount **\$ 326,923.22.** 

Original Contract Amount = \$1,894,498.10 Change Order totals = \$326,923.22 Line item adjustments = \$(\$139,066.65) Final Contract Balance = \$2,082,354.67 Project contingency = \$284,172.72 Contingency remaining = \$96,316.15

#### CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

- 1. The final contract price is adjusted to \$ 2,082,354.67
- 2. As a result of the satisfactory completion of said project, a retention amount of \$ 104,117.73 is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Dick Miller Inc. will not be entitled to damages or additional payment for delays as described in the 2015 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

# RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING THE WORK PERFORMED BY DICK MILLER, INC., FOR THE PLAZA BOULEVARD WIDENING "N" AVENUE TO I-805; RATIFYING THE EXECUTION OF CHANGE ORDER NO. 50 IN THE AMOUNT OF \$183,135 FOR ADDITIONAL ASPHALT REPAIRS; APPROVING THE FINAL CONTRACT AMOUNT OF \$2,082,354.67; RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$104,117.73; AND RATIFYING THE FILING OF THE NOTICE OF COMPLETION FOR THE PROJECT

WHEREAS, the Engineering Department is satisfied that all work required to be performed by Dick Miller, Inc., for the first phase of enhancements to Plaza Boulevard Widening "N" Avenue to I-805 has been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the work performed by Dick Miller, Inc., for the first phase of enhancements to Plaza Boulevard Widening "N" Avenue to I-805 is accepted.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby ratifies Change Order No. 50 in the amount of \$183,135 for additional roadway repairs needed along Plaza Boulevard, and approves the total final contract amount of \$2,082,354.67.

BE IT FURTHER RESOLVED that the City Council hereby ratifies the filing of the Notice of Completion with the San Diego County Recorder's Office and the release of retention in the amount of \$104,117.73.

PASSED and ADOPTED this 17th day of April, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the City Manager to execute Proposition 84 Clean Beaches Initiative Program Grant Agreement No. D1712675 between the State Water Resources Control Board and the City of National City

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018 AGENDA ITEM NO : ITEM TITLE: Resolution of the City Council of the City of National City authorizing the City Manager to execute Proposition 84 Clean Beaches Initiative Program Grant Agreement No. D1712675 between the State Water Resources Control Board and the City of National City for the Paradise Creek Biofiltration Project in the amount of \$1,344,425 and authorizing corresponding revenue and expenditure accounts. PREPARED BY: Luca Zappiello, Junior Engineer - Civil **DEPARTMENT:** Engineering/Public Works PHONE: 619-336-4360 APPROVED BY: **EXPLANATION:** Styl) Hangmill See attached. FINANCIAL STATEMENT: APPROVED: /// FINANCE ACCOUNT NO. APPROVED: MIS Prop 84 Grant (Paradise Creek Biofiltration Project) - \$1,344,425 (296-409-500-598-6193; 296-06193-3463) Local Grant Match - \$99.400 (001-409-500-598-7049): funds currently appropriated for drainage improvements Local Grant Match (In-kind, City staff project management and administration) - \$50,017 **ENVIRONMENTAL REVIEW:** CEQA documentation has been certified and filed with County Recorder's Office ORDINANCE: INTRODUCTION FINAL ADOPTION STAFF RECOMMENDATION: Adopt Resolution authorizing the City Manager to execute Proposition 84 Clean Beaches Initiative Program Grant Agreement No. D1712675 between the State Water Resources Control Board and the City of National City for the Paradise Creek Biofiltration Project in the amount of \$1,344,425 **BOARD / COMMISSION RECOMMENDATION:** N/A ATTACHMENTS: 1. Explanation w/ Exhibit

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2. Draft Grant Agreement

3. Resolution

# **Explanation**

On March 21, 2017, the City Council of the City of National City approved Resolution No. 2017-34 authorizing the City Manager to negotiate and execute Proposition 1 Storm Water Grant Program (SWGP) Agreement No. D1612675 between the State Water Resources Control Board (State) and the City of National City for the Sweetwater River Park Bioretention Project in the amount of \$1,344,425 and authorizing corresponding revenue and expenditure accounts.

Subsequent to the City Council action on March 21, 2017, the City encountered unexpected utility line placement issues at the proposed Sweetwater River Park Bioretention Project location. An alternative Project, Paradise Creek Biofiltration, was identified by the City as having a similar scope and outcome as the Sweetwater River Park Bioretention Project. The Paradise Creek Biofiltration Project is situated in the south side of Paradise Creek at Plaza Boulevard and Paradise Valley Road. The purpose of the Project is to build approximately 18,000 square feet of biofiltration area and forebay to treat flows conveyed in Paradise Creek, erosion control plantings around biofiltration area, and providing an urban green space.

On August 3, 2017, the City proposed the alternative Project to the State. The City received confirmation from the State that the proposed alternative Project and site was acceptable and approved as the new Project location. The grant award is conditional to the successful negotiation of an agreement between the City and the State's Division of Financial Assistance. Additionally, a new Resolution authorizing the City Manager to execute a grant agreement between the State and the City is required to allow for use of grant funds. A copy of the Draft Agreement is attached for reference. There will be no substantive changes.

The new funding program for the \$1,344,425 grant will be the Proposition 84 Clean Beaches Initiative Program, administered by the State. The grant requires a local match of \$149,417. A portion of the local match, \$99,400, will be applied to the cost for preparation of environmental documents, planning, design, engineering, construction management and inspections. This amount will be funded through prior City Council Capital Improvement Program General Fund appropriations for Drainage Improvements. The remaining \$50,017 will be funded in-kind for City staff project management and administration.





# PROPOSITION 84 CLEAN BEACHES PROGRAM

#### CITY OF NATIONAL CITY

#### AND

# CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



#### **GRANT**

#### STORM WATER CONSTRUCTION/IMPLEMENTATION

PARADISE CREEK BIOFILTRATION

AGREEMENT NO D1712675

GRANT FUNDS: \$1,344,425

ELIGIBLE START DATE: APRIL 1, 2018
WORK COMPLETION DATE: OCTOBER 31, 2020
FINAL DISBURSEMENT REQUEST DATE: NOVEMBER 30, 2020
RECORDS RETENTION TERM END DATE: OCTOBER 31, 2056

#### WHEREAS,

- 1. The State Water Board is authorized to provide funding under this Agreement pursuant to the following:
  - Proposition 84 Clean Beaches Program Section 75060 of the Public Resources Code (Prop 84 CB)
- 2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with Prop 84 CB, and establishes the terms and conditions of a funding agreement.
- The Recipient has applied to the State Water Board for funding for the Project described in Exhibit A
  of this Agreement, and the State Water Board has selected the application for funding through a
  competitive process.
- 4. The State Water Board proposes to assist in funding the costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to Prop 84 CB.

NOW, THEREFORE, in consideration of the premises, mutual representations, covenants and agreements in this Agreement, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. Definitions

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

- "Agreement" means this Grant Agreement, including all exhibits and attachments hereto.
- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the Authorized Representative by title.
- "Days" means calendar days unless otherwise expressly indicated.
- "Disbursement Period" means the period during which Grant Funds may be disbursed.
- "Disbursement Request" means the form used by the Recipient to document Match Funds and request reimbursement of Project Costs.
- "Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the funding program(s) set forth in this Agreement.
- "Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which reimbursable Project Costs may be incurred and eligible for reimbursement hereunder.
- "Final Disbursement Request Date" means the date established in Exhibit B, after which date no further Grant Funds disbursements may be requested.
- "Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.
- "Force Account" means the use of the Recipient's own employees or resources for the Project.

- "GAAP" means generally accepted accounting principles, as issued by the Governmental Accounting Standards Board.
- "Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project.
- "Grant Funds" means funds provided by the State Water Board towards eligible reimbursable Project Costs.
- "Grant Manager" means the person designated by the State Water Board to manage performance of the Agreement.
- "Guidelines" means the State Water Board's "Proposition 1 Storm Water Grant Program Guidelines," as amended from time to time.
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Match Funds" means funds provided by the Recipient towards the Project Costs incurred after November 4, 2014.
- "Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager.
- "Project" means the Project as described in Exhibit A and in the documents incorporated by reference.
- "Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.
- "Project Costs" means the incurred costs of the Recipient which are eligible under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.
- "Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 2 of this Agreement.
- "Recipient" means City of National City.
- "Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.
- "State" means State of California.
- "State Water Board" means the California State Water Resources Control Board, an administrative and regulatory agency of the State of California.
- "Work Completion" means the Recipient's submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project

Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

"Work Completion Date" means the date set forth in Exhibit A that is the last date on which Project Costs may be incurred under this Agreement.

#### 2. Party Contacts

The Party Contacts during the term of this Agreement are:

State Water Board		City of National City			
Section:	Division of Financial Assistance	Section:			
Name:	Kelley List, Grant Manager	Name:	Stephen Manganiello, Project Director		
Address:	1001 I Street, 17th Floor	Address:	1243 National City Blvd		
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	National City, CA 91950		
Phone:	(916) 319-9226	Phone:	(619) 336-4380		
Fax:	(916) 351-5708	Fax:	(619) 336-4397		
Email:	Kelly.List@waterboards.ca.gov	Email:	SManganiello@NationalCityCA.Gov		

# Direct inquiries to:

State Water Board		City of National City		
Section:	Division of Financial Assistance	Section:		
Name:	Blair McIntosh, Program Analyst	Name:	Stephen Manganiello, Grant Contact	
Address:	1001   Street, 17th Floor	Address:	1243 National City Blvd	
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	National City, CA 91950	
Phone:	(916) 322-1409	Phone:	(619) 336-4380	
Fax:	(916) 341-5296	Fax:	(619) 336-4397	
Email:	Blair.McIntosh@waterboards.ca.gov	Email:	SManganiello@NationalCityCA Gov	

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

#### 3. Exhibits and Appendices Incorporated

The following exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A - SCOPE OF WORK

EXHIBIT B - FUNDING PROVISIONS

EXHIBIT C - STANDARD TERMS AND CONDITIONS

EXHIBIT D - SPECIAL CONDITIONS

<sup>&</sup>quot;Year" means calendar year unless otherwise expressly indicated.

### 4. Recipient Representations and Commitments

The Recipient represents, warrants, and commits to the following as of the date signed by the Recipient's Authorized Representative and continuing thereafter for the term of this Agreement:

- (a) General Commitments. The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance and throughout the term of this Agreement.
- (b) Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
- (d) No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the Recipient, and/or the Project.
- (e) Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
- (f) Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.
- (g) Good Standing. The Recipient is currently in compliance with the State requirements set forth in Exhibit C. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with previous State audit disallowances.
- (h) Insurance. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement including, for example, but not necessarily limited to: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and Professional Liability.

#### 5. Project Completion

The Recipient shall expeditiously proceed with and complete the Project in accordance with this Agreement.

#### 6. Notice

(a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:

- (1) Bankruptcy, insolvency, receivership or similar event of the Recipient; or
- (2) Actions taken pursuant to State law in anticipation of filing for bankruptcy.
- (b) The Recipient shall notify the Division within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
- (c) The Recipient shall notify the Division promptly of the following:
  - (1) Any proposed change in the scope of the Project. Under no circumstances may the Recipient make changes to the scope of the Project without receiving prior review and approval by the Division. Most changes will require an amendment to this Agreement;
  - (2) Cessation of work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
  - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion;
  - (4) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;
  - (5) Any monitoring activities such that the State Water Board Division of Drinking Water and/or Regional Water Board staff may observe and document such activities;
  - (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division; or
  - (7) Work Completion and Project Completion.

#### 7. Project Access

The Recipient shall ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the obligation.

No Obligation of the State; State Budget Act Contingency

Any obligation of the State Water Board contained herein shall not be an obligation, debt, or liability of the State, and any such obligation shall be payable solely out of the monies appropriated by the State Legislature to the State Water Board from the special fund associated with this Agreement.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Agreement, and the

Recipient shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for payment over any other recipient.

If this Agreement's funding for any Fiscal Year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Leslie Deese
City Manager
<del></del>
WATER RESOURCES CONTROL BOAR
····
Leslie S. Laudon
Deputy Director Division of Financial Assistance

#### EXHIBIT A - SCOPE OF WORK

### A-1. Completion Date

The Work Completion Date is established as OCTOBER 31, 2020. Work occurring after the Work Completion Date, including corrective actions, is not eligible for reimbursement with Grant Funds and cannot be paid for using Match Funds.

#### A-2. Purpose

This grant is for the benefit of the Recipient. This grant is for the purpose of diverting, treating, and infiltrating storm water runoff from Paradise Creek, and providing an urban green space in National City.

#### A-3. Project-Specific Scope of Work

The Recipient agrees to do the following:

#### 1. Project Management

- 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Notify the Grant Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Grant Manager.
- 1.4 Conduct periodic and final site visits with the Grant Manager.
- 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Grant Manager.
- 2. General Compliance Requirements/Project Effectiveness and Performance
  - 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Grant Manager. Submittal requirements for GPS data are available at:

    <a href="http://www.waterboards.ca.gov/water\_issues/programs/grants\_loans/grant\_info/docs/gps.pdf">http://www.waterboards.ca.gov/water\_issues/programs/grants\_loans/grant\_info/docs/gps.pdf</a>.
  - 2.2 Prepare and submit an updated Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Grant Manager for approval. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Grant Manager.
  - 2.3 Measure, evaluate, and document Project performance based on the effectiveness criteria in the approved PAEP. Include results of the performance assessment,

along with any supporting data and analysis, in the associated quarterly progress report and the Final Project Report.

# 3. Permitting and Environmental Compliance

- 3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
  - 3.1.1 Submit the final CEQA document to the Grant Manager.
  - 3.1.2 Obtain written environmental clearance from the State Water Board confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed.
- 3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the useful life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Grant Manager.
- 4. Planning, Design, and Engineering
  - 4.1 Prepare a Design Report that includes a geotechnical analysis and hydrology study to support the design plans and specifications, and submit to the Grant Manager for comment.
  - 4.2 Prepare the fifty percent (50%) design plans and specifications and submit to the Grant Manager for approval. The Project shall be designed to divert, treat, and/or infiltrate a minimum of thirty (30) acre-feet per year peak flow of storm water runoff from Paradise Creek using the following approaches:
    - 4.2.1 Install one (1) diversion structure to convey the peak flows from Paradise Creek to the fore bay and biofiltration basin.
    - 4.2.2 Install a fore bay and biofiltration basin with a combined minimum design capacity of 0.79 acre-feet.
    - 4.2.3 Install a minimum of twenty-three thousand (23,000) square feet of ground cover for slope stability and erosion control measures, including mulch, rock, and drought tolerant vegetation.
    - 4.2.4 Install a minimum of one hundred thirty (130) trees.
    - 4.2.5 Install a minimum of four hundred eighty (480) linear feet of underdrain and one (1) overflow catch basin down gradient of the biofiltration basin.
    - 4.2.6 Install a minimum of five hundred (500) linear feet of pipeline to connect the biofiltration outflow to the Paradise Creek channel.
    - 4.2.7 Install a minimum of one (1) emergency overflow spillway.

- 4.3 Complete the one hundred percent (100%) design plans and specifications and prepare a summary identifying any changes from the fifty percent (50%) plans. Submit the one hundred percent (100%) design plans and specifications and summary of changes for the Project to the Grant Manager for approval.
- 4.4 Complete the bid documents in accordance with the approved design plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Grant Manager.
- 5. Construction and Implementation
  - 5.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Grant Manager.
  - 5.2 Construct the Project in accordance with the approved design plans and specifications in Item 4.3 after obtaining environmental clearance from Item 3.1.2 and the necessary approvals, entitlements, and permits from Item 3.2.
  - 5.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 4.2, schedule, or costs to the Grant Manager for approval.
  - 5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Grant Manager.
  - 5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its useful life and submit to the Grant Manager for review and approval.

#### A-4. Disclosure and Signage

(a) The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of ¾-inch-thick exterior grade plywood or other approved material in a prominent location on the construction site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part by the Proposition 84 Clean Beaches Initiative Program through an agreement with the State Water Resources Control Board."

The sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

(b) The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from the Proposition 84 Clean Beaches Initiative

Program. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

#### A-5. Reporting

- (a) Progress Reports. The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager. Progress Reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.
- (b) As Needed Information or Reports. The Recipient agrees to submit expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.
- (c) Final Reports. At the conclusion of the Project, the Recipient must submit the following to the Grant Manager:
  - (1) Draft Final Project Report. Prepare and submit to the Grant Manager, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.
  - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FAAST system.
  - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Grant Manager, and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.
  - (4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Grant Manager.

# A-6. Submittal Schedule

Failure to provide items by the due dates indicated in the Submittal Schedule below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Submittal Schedule may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUI DATE					
	EXHIBIT A-3 PROJECT-SPECIFIC S	COPE OF WORK						
1.	Project Management							
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		As Needed					
1.3	Detailed Project Schedule	90 Days After Execution						
1.4	Site Visits		As Needed					
1.5	Photo Documentation		As Available					
2.	General Compliance Requirements/Project Effectiveness and Performance							
2.1	GPS Information	30 Days After Execution						
2.2	Project Assessment and Evaluation Plan	60 Days After Execution						
3.	Permitting and Environmental Compliance							
3.1.1	Final CEQA	May 1, 2018						
3.2	Approvals, Entitlements, or Permits	July 1, 2018						
4.	Planning, Design, and Engineering							
4.1	Design Report		April 2018					
4.2	50% Plans and Specifications	May 31, 2018						
4.3	100% Plans and Specifications		August 2018					
4.4	Advertised Bid Documents and Bid Summary		September 2018					
5.	Construction and Implementation							
5.1	Notice(s) to Proceed	November 30, 2018						
5.3	Proposed Changes During Construction		As Needed					
5.4	As-built Drawings	March 31, 2020						
5.5	Operation and Maintenance Plan		November 2019					

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE			
	EXHIBIT A-5 REI	PORTING				
(a)	Progress Reports Quarterly					
(b)	As Needed Information or Reports		As Needed			
(c)	Final Reports					
(c)(1)	Draft Final Project Report	August 31, 2020				
(c)(2)	Final Project Report	September 30, 2020				
(c)(3)	Final Project Summary	September 30, 2020	-			
(c)(4)	Final Project Inspection and Certification	September 30, 2020				
	EXHIBIT B – FUNDING	PROVISIONS				
4 (b)	Final Disbursement Request	November 30, 2020				
9 (b)(4)	Disbursement Requests		Quarterly			
	Al .					

#### **EXHIBIT B - FUNDING PROVISIONS**

### B-1. Project Funding

Subject to the terms of this Agreement, the State Water Board agrees to provide Grant Funds in the amount of up to ONE MILLION, THREE HUNDRED FORTY-FOUR THOUSAND, FOUR HUNDRED TWENTY-FIVE DOLLARS (\$1,344,425).

#### B-2. Match Funds

- (a) The Recipient agrees to provide Match Funds in the amount of ONE HUNDRED FORTY-NINE THOUSAND, FOUR HUNDRED SEVENTEEN DOLLARS (\$149,417).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Grant Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Funds.
- (e) If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board may proportionately reduce the Grant Funds amount and/or the Recipient's Match Funds amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

#### B-3. Estimated Reasonable Total Project Cost

The estimated reasonable cost of the total Project is ONE MILLION, FOUR HUNDRED NINETY-THREE THOUSAND, EIGHT HUNDRED FORTY-TWO DOLLARS (\$1,493,842).

#### B-4. Funding Dates

- (a) The Eligible Start Date is AUGUST 1, 2017. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (b) The Final Disbursement Request Date is NOVEMBER 30, 2020. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All Disbursement Requests must be submitted to the Division such that they are received prior to this date. Late Disbursement Requests will not be honored, and remaining amounts will be deobligated.

# B-5. Funding Conditions and Exclusions

The State Water Board's disbursement of Grant Funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

Grant Funds may not be used for any Indirect Costs. Any Disbursement Request submitted including Indirect Costs will cause that Disbursement Request, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Recipient and any subcontract or subagreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)

#### B-6. Budget Summary

LINE ITEM	GRANT FUNDS	MATCH FUNDS*	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$ 0	\$ 50, <b>0</b> 17	\$ 50,017
Planning/Design/Engineering/Environmental	\$ 45,000	\$ 15, <b>0</b> 00	\$ 60,000
Equipment (\$5,000 or more per item)	\$ 0	\$ 0	\$ 0
Construction/Implementation	\$ 1,269,515	\$ 84,400	\$ 1,353,915
Monitoring/Performance	\$ 29,910	\$ 0	\$ 29,910
Education/Outreach	\$ 0	\$ 0	\$ 0
TOTAL	\$ 1,344,425	\$ 149,417	\$ 1,493,842

<sup>\*</sup>Match reduced; Project benefits a disadvantaged community.

#### B-7. Budget Flexibility

- (a) Subject to the prior review and approval of the Grant Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Grant Funds, including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total grant amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

#### B-8. Amounts Payable by the Recipient

The Recipient agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Grant Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Grant Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

#### B-9. Disbursement of Grant Funds; Availability of Grant Funds

- (a) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
  - (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as well as to support Match Funds as specified in this Exhibit from the Project Costs through submission to the State Water Board using the Disbursement Request form provided by the Grant Manager.
  - (2) Disbursement Requests shall contain the following information:
    - a. The date of the request;
    - b. The time period covered by the request, i.e., the term "from" and "to";
    - The total amount requested;
    - d. Documentation of Match Funds used:
    - e. Original signature and date (in ink) of Recipient's Project Director or his/her designee; and
    - f. The Final Disbursement Request shall be clearly marked "FINAL DISBURSEMENT REQUEST" and shall be submitted NO LATER THAN NOVEMBER 30, 2020.
  - (3) Disbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Disbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Grant Manager as set forth in the Party Contacts section of this Agreement. Requests for disbursement submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Start Date of this Agreement will not be reimbursed.

- (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.
- (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient; although, the actual payment of such costs by the Recipient is not required as a condition of the Disbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.
- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) The Recipient shall use Grant Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.
- (8) The Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <a href="http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx">http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx</a>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.

(13) The Recipient must include any other documents or requests required or allowed under this Agreement.

#### B-10. Withholding of Disbursements and Material Violations

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Funds until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:
  - (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
  - (2) The Recipient fails to maintain reasonable progress toward Project Completion.

# B-11. Remaining Balance

In the event the Recipient does not request all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

#### B-12. Fraud and Misuse of Public Funds

All Disbursement Requests submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Grant Funds and/or termination of this Agreement requiring the repayment of all Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

#### EXHIBIT C - STANDARD TERMS AND CONDITIONS

# C-1. Accounting and Auditing Standards

The Recipient shall maintain GAAP-compliant Project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

#### C-2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

#### C-3. Assignability

This Agreement is not assignable by the Recipient, either in whole or in part.

#### C-4. Audit

- (a) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Recipient from participating in State Water Board funding programs.

#### C-5. Bonding

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

### C-6. Continuous Use of Project; Lease or Disposal of Project

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all Grant Funds or any portion of all remaining Grant Funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

#### C-7. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

#### C-8. Competitive Bidding

The Recipient shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws.

If the Recipient is a private entity, any construction contracts related in any way to the Project shall be let by competitive bid procedures that ensure award of such contracts to the lowest responsible bidders. The Recipient shall not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. The Recipient must provide a full explanation if the Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

# C-9. Compliance with Law, Regulations, etc.

The Recipient agrees that it will, at all times, comply with and require its contractor and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the list of state laws (cross-cutters) in Section C-32 of this Agreement.

#### C-10. Conflict of Interest

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

#### C-11. Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Grant Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

#### C-12. Disputes

(a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient shall continue with the responsibilities under this Agreement during any dispute.

#### C-13. Financial Management System and Standards

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal or state government and tracking of Project Costs to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of federal or state laws or the terms of this Agreement.

#### C-14. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

#### C-15. Income Restrictions

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to Project Costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

#### C-16. Indemnification and State Reviews

The parties agree that review or approval of Project documents by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressive not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions. occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project: or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the

transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Inciemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's obligation hereunder.

#### C-17. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

#### C-18. Integration

This Agreement is the complete and final Agreement between the parties.

#### C-19. Non-Discrimination Clause

- (a) During the performance of this Agreement, the Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

#### C-20. No Third Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

#### C-21. Operation and Maintenance; Insurance

The Recipient agrees to sufficiently and properly staff, operate, and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-

insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens.

#### C-22. Other Assistance

If funding for Project Costs is made available to the Recipient from sources other than this Agreement and approved match sources, the Recipient shall immediately notify the Grant Manager.

#### C-23. Permits; Contracting; Disqualification

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. The Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction starts.

For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at <a href="http://www.waterboards.ca.gov/water-issues/programs/enforcement/fwa/dbp.shtml">http://www.waterboards.ca.gov/water-issues/programs/enforcement/fwa/dbp.shtml</a>. The Recipient shall not contract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

#### C-24. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

#### C-25. Prevailing Wages

The Recipient agrees to be bound by all applicable provisions of the State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. The Recipient certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP. Current DIR requirements may be found at <a href="http://www.dir.ca.gov/lcp.asp">http://www.dir.ca.gov/lcp.asp</a>. For more information, please refer to DIR's <a href="http://www.dir.ca.gov/dlse/PWManualCombined.pdf">PwmanualCombined.pdf</a>.

### C-26. Professionals

The Recipient agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architecture, or geologic sciences shall be prepared by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

## C-27. Public Funding

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

## C-28. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

### C-29. Records

Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient agrees to:

- (a) Establish an official file for the Project which shall adequately document all significant actions relative to the Project.
- (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement.
- (c) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement.
- (d) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs. Indirect Costs are not eligible for funding under this Agreement.
- (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (f) If a Force Account is used by the Recipient for the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)

- (g) Maintain separate books, records, and other material relative to the Project.
- (h) Retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Project for a minimum of thirty-six (36) years after Work Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

## C-30. Related Litigation

The Recipient is prohibited from using Grant Funds or Match Funds to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all Grant Funds plus interest to the State Water Board.

## C-31. Rights in Data

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

### C-32. State Cross-Cutter Compliance

The Recipient represents and certifies that, to the extent applicable, it is in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

- (a) Agricultural Water Management Plan Consistency. A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 et seq.)
- (b) California Environmental Quality Act (CEQA). Implementation and construction activities must comply with CEQA. Upon receipt and review of the Recipient's CEQA documents, the State Water Board shall make its own environmental findings before determining whether to provide any construction funding under this Agreement. Providing environmental clearance and construction funding is discretionary. In the event that the State Water Board does not provide environmental clearance, no construction funding will be provided under this Agreement, all construction funds will be disencumbered, and this Agreement may be terminated. The State Water Board may require changes in the scope or additional mitigation as a condition to providing construction funding under this Agreement. The Recipient shall be prohibited from performing any construction activities prior to environmental clearance by the State Water Board, and the undertaking of any such construction activity will be considered a material breach of this Agreement.

(c) Charter City Project Labor Requirements. (Labor Code, § 1782 and Pub. Contract Code, § 2503.)

## (1) Prevailing Wage

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with the Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015, or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782.

## (2) Labor Agreements

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that the Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503.

- (d) Contractor and Subcontractor Requirements. (Labor Code, §§ 1725.5 and 1771.1.) To bid for public works contracts, the Recipient acknowledges that the Recipient and the Recipient's subcontractors must register with the Department of Industrial Relations. To the extent the Project is a public works project, the Recipient acknowledges its responsibility to adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5.
- (e) Delta Plan Consistency Findings. (Wat. Code, § 85225 and Cal. Code of Regulations, title 23, § 5002.) If the Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, the Recipient will submit a certification of project consistency with the Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Project.
- (f) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Grant Funds and Match Funds shall not be used to acquire land via eminent domain.
- (g) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (h) State Water Board's Drought Emergency Water Conservation regulations. (Cal. Code of Regulations, Title 23, article 22.5.) The Recipient will include a discussion of its implementation in Progress Reports submitted pursuant to this Agreement.
- (i) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. The Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.

- (j) Urban Water Demand Management. (Wat. Code, § 10631.5.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it is implementing water demand management measures approved by the Department of Water Resources.
- (k) Urban Water Management Planning Act. (Wat. Code, § 10610 et seq.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it has submitted an Urban Water Management Plan that has been deemed complete by the Department of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.
- (i) Urban Water Supplier. (Wat. Code, §§ 526 and 527.) If the Recipient is an urban water supplier as defined by Water Code section 10617, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.
- (m) Water Diverter. (Wat. Code, § 5103.) If the Recipient is a water diverter, the Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Board.
- (n) Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- (o) Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (p) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.
- C-33. State Water Board Action; Costs and Attorney Fees

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

### C-34. Termination; Immediate Repayment; Interest

- (a) This Agreement may be terminated at any time prior to the Work Completion Date set forth on the cover and in Exhibit A, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Grant Funds disbursed hereunder, accrued interest, penalty assessments, and additional payments. In the event of termination, interest shall accrue

on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.

### C-35. Timeliness

Time is of the essence in this Agreement

#### C-36. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## C-37. Useful Life of Project

For the purpose of this Agreement, the minimum useful life of any constructed portions of this Project begins upon completion of construction and continues until twenty (20) years thereafter.

#### C-38. Venue

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

## C-39. Waiver and Rights of the State Water Board

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

## **EXHIBIT D - SPECIAL CONDITIONS**

- D-1. This Recipient hereby warrants and represents that this Project is capable of contributing to sustained, long-term water quality or environmental restoration or protection benefits for a period of at least twenty (20) years.
- D-2. The Recipient certifies that the Project is intended to address the causes of degradation, rather than symptoms.
- D-3. The Recipient certifies that the Project is consistent with water quality and resource protection plans prepared, implemented, or adopted by the State Water Board, the applicable Regional Water Board, and the State Coastal Conservancy.
- D-4. The Recipient certifies that if a recovery plan for coho salmon, steelhead trout, or other threatened or endangered aquatic species exists, this Project is consistent with such a plan and, if feasible, implements actions in such a plan.
- D-5. The Recipient certifies that it has obtained or will obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.

## RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE PROPOSITION 84 CLEAN BEACHES INITIATIVE PROGRAM GRANT AGREEMENT NO. D1712675 BETWEEN THE STATE WATER RESOURCES CONTROL BOARD AND THE CITY OF NATIONAL CITY FOR THE PARADISE CREEK BIOFILTRATION PROJECT IN THE AMOUNT OF \$1,344,425, AND AUTHORIZING CORRESPONDING REVENUE AND EXPENDITURE ACCOUNTS

WHEREAS, the City of National City has submitted an application to the State Water Resources Control Board ("SWRCB") for funding for the Paradise Creek Biofiltration Project (the "Project"), which will divert, treat, and infiltrate storm water runoff from Paradise Creek, and provide an urban green space just north of Paradise Valley Road in National City; and

WHEREAS, prior to executing a funding agreement (Proposition 84 Clean Beaches Initiative Program Grant Agreement No. D1712675), the State Water Resources Control Board requires the City of National City to adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for disbursement on behalf of the City of National City, and to carry out other necessary Project-related activities.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of National City, that City of National is hereby authorized to carry out the Project, enter into a funding agreement with the State Water Resources Control Board, and accept and expend State funds for the Project.

BE IT FURTHER RESOLVED AND ORDERED that the City Manager, or designee, is hereby authorized and designated to sign for and on behalf of the City of National City, the funding agreement for the Project and any amendments thereto; and

BE IT FURTHER RESOLVED AND ORDERED that the City Manager, or designee, is hereby authorized and designated to represent the City of National City in carrying out the City of National City's responsibilities under the funding agreement, including certifying invoices and disbursement requests for Project costs on behalf of the City of National City and compliance with applicable state and federal laws.

BE IT FURTHER RESOLVED AND ORDERED that any and all actions, whether previously or subsequently taken by the City of National that are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved, and confirmed.

BE IT FURTHER RESOLVED AND ORDERED that the City Council of the City of National City hereby authorizes the establishment of corresponding revenue and expenditure accounts in the amount of \$1,344,425 for the grant funds.

[Signature Page to follow]

## PASSED and ADOPTED this 17th day of April, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the following list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) through the Local Streets and Roads Funding Program as required by

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018 AGENDA ITEM NO.

## ITEM TITLE:

Resolution of the City Council of the City of National City approving the following list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017: 1) Euclid Avenue Street Resurfacing and 2) Palm Avenue Street Resurfacing; and authorizing the establishment of a Gas Tax Fund appropriation of \$1,016,456 for Fiscal Year 2019 and corresponding revenue budget for receipt of RMRA funds.

PREPARED BY: Stephen Manganiello, Director of PW / City Engineer **DEPARTMENT:** Engineering/Public Works PHONE: 619-336-4382 APPROVED BY: Af 1. Manquell **EXPLANATION:** See attached. APPROVED: FINANCIAL STATEMENT: ACCOUNT NO. APPROVED: Revenue Account: 109-00000-3416 (Gas Tax, SHC Sec 2030 RMRA) - \$1,016,456 Expenditure Account: 109-409-500-498-6035 (Street Resurfacing) - \$1,016,456 **ENVIRONMENTAL REVIEW:** The projects comply with the California Environmental Quality Act (CEQA). ORDINANCE: INTRODUCTION: **FINAL ADOPTION:** STAFF RECOMMENDATION: Adopt Resolution approving a list of projects proposed to receive funding from the RMRA; and establishing budget appropriations and corresponding revenue budget. **BOARD / COMMISSION RECOMMENDATION:** N/A ATTACHMENTS:

### ATTACHMENTS.

- 1. Explanation w/ attachments
- 2. Resolution

## Explanation

On April 28, 2017, Governor Brown signed State Senate Bill (SB) 1 (Beall. Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1: increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

On November 1, 2017, the State Controller (Controller) began the process of depositing various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. The State Department of Finance has published revised revenue projections for cities and counties. National City is eligible to receive up to \$1,016,456 in RMRA funds for FY 2019 (see attached revenue projections).

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (Commission).

SHC Section 2032.5(a) articulates the general intent of the legislation that recipients of RMRA funding be held accountable for the efficient investment of public funds to maintain local streets and roads and are accountable to the people through performance goals that are tracked and reported.

Pursuant to SHC Section 2030(a), the objective of the Local Streets and Roads Program is to address deferred maintenance on the local streets and roads system through the prioritization and delivery of basic road maintenance and rehabilitation projects as well as critical safety projects.

Cities and counties receiving RMRA funds must comply with all relevant federal and state laws, regulations, policies, and procedures. The main requirements for the program are codified in SHC Sections 2034, 2036, 2037, and 2038 and include the following:

- Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city or county must submit to the Commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding must be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting [SHC 2034(a)(1)].
- The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement [SHC 2034(a)(1)].
- The project list does not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with RMRA priorities as outlined in SHC 2030(b) [SHC 2034(a)(1)].
- The Commission will report to the Controller the cities and counties that have submitted a list of projects as described in SHC 2034(a)(1) and that are therefore

- eligible to receive an apportionment of RMRA funds for the applicable fiscal year [SHC 2034(a)(2)].
- The Controller, upon receipt of the report from the Commission, shall apportion RMRA funds to eligible cities and counties pursuant to SHC 2032(h) [SHC 2034(a)(2)].
- For each fiscal year in which RMRA funds are received and expended, cities and counties must submit documentation to the Commission that includes a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement [SHC 2034(b)].
- A city or county receiving an apportionment of RMRA funds is required to sustain a
  maintenance of effort (MOE) by spending at least the annual average of its general
  fund expenditures during the 2009–10, 2010–11, and 2011–12 fiscal years for street,
  road, and highway purposes from the city's or county's general fund [SHC 2036].
- A city or county may spend its apportionment of RMRA funds on transportation priorities other than priorities outlined in SHC 2030(b) if the city or county's average Pavement Condition Index (PCI) meets or exceeds 80 [SHC 2037].
- By July 1, 2023, cities and counties receiving RMRA funds must follow guidelines developed by the California Workforce Development Board (Board) that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs [SHC 2038].

In order to comply with the requirements for receipt and use of RMRA funds, staff recommends the following City Council actions:

1) Approve the following list of projects proposed to receive funding from the RMRA, as required by SB 1:

<u>Euclid Avenue Street Resurfacing</u> – provide pavement rehabilitation, grind and overlay on Euclid Avenue between Cervantes Avenue and E. 24th Street (estimated construction completion by June 2019 with useful life of 10 to 15 years);

<u>Palm Avenue Street Resurfacing</u> – provide pavement rehabilitation, grind and overlay on Palm Avenue between Division Street and E. 18th Street (estimated construction completion by June 2019 with useful life of 10 to 15 years);

2) Authorize the establishment of a Gas Tax Fund appropriation of \$1,016,456 for Fiscal Year 2019 and corresponding revenue budget for receipt of RMRA funds.

- Projected Revenues
)jected
s and Roads
and
Streets
Local

Cartina atom 64 Tanasana 2040	2017-18	SB1	SBI		2018-19	調	, \$91	
	Hwy Users Tax Account	Loan Repayment	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Loan Repayment	Road Mntric Rehab Acct	TOTAL
SAN DIEGO COUNTY							TOTAL CONTRACT OF THE PARTY OF	
CARLSBAD	2,361,378	129,286	648,595	3,139,259	2,773,669	129,286	1,888,523	4,791,477
CHULA VISTA	5,542,943	304,575	1,527,982	7,375,500	6,514,232	304,575	4,449,043	11,267,850
CORONADO	519,393	28,076	140,852	688,321	608,928	28,076	410,120	1,047,123
DEL MAR	94,463	4,885	24,507	123,855	110,041	4,885	71,356	186,283
EL CAJON	2,136,016	116,869	586,305	2,839,190	2,508,711	116,869	1,707,152	4,332,732
ENCINITAS	1,297,538	70,811	355,240	1,723,589	1,523,352	70,811	1,034,358	2,628,521
ESCONDIDO	3,140,654	172,220	863,988	4,176,862	3,689,863	172,220	2,515,683	6,377,767
[MPERIAL BEACH	578,436	31,274	156,895	766,604	678,168	31,274	456,832	1,166,275
LA MESA	1,256,229	68,535	343,823	1,668,586	1,474,786	68,535	1,001,112	2,544,433
EMON GROVE	563,682	30,461	152,817	746,961	660,823	30,461	444,959	1,136,244
NATIONAL CITY	1,275,294	69,585	349,092	1,693,972	1,497,201	69,585	1,016,456	2,583,242
OCEANSIDE	3,655,859	200,606	1,006,391	4,862,856	4,295,589	200,606	2,930,320	7,426,515
POWAY	1,049,210	57,129	286,602	1,392,941	1,231,394	57,129	834,504	2,123,026
SAN DIEGO	29,042,471	1,598,741	8,020,500	38,661,712	34,140,842	1,598,741	23,353,385	59,092,968
SAN MARCOS	1,952,743	106,910	536,339	2,595,992	2,293,676	106,910	1,561,666	3,962,252
SANTEE	1,190,489	64,913		1,581,054	1,397,496	64,913	948,205	2,410,614
SOLANA BEACH	286,913	15,378	77,147	379,438	335,953	15,378	224,630	575,961
VISTA	2,115,258	115,726		2,811,551	2,484,306	115,726	1,690,446	4.290,478
County of San Diego	56,297,782	2,696,950	13,529,953	72,524,685	64,738,006	2,693,950	39,395,326	106,830,282
Total Cities & County: San Diego	114,356,752	6,882,930	29,513,248	149,752,929	132,957,036	5,882,930	85,934,076	224,774,042
SAN FRANCISCO COUNTY								
SAN FRANCISCO - City Allocation	16,925,816	993,846	4,985,889	22,905,552	20,102,371	993,846	14,517,473	35,613,690
SAN FRANCISCO - County Allocation	9,701,195	544,177	2,730,005	12,975,377	11,415,676	544,177	7,948,988	19,908,841
Total San Francisco		1,538,023	7,715,894	35,880,929	31,518,047	1,533,023	22,466,461	55,522,531
SAN JOAQUIN COUNTY				20				
ESCALON	152,122	8,191	41,091	201,404	178,263	8,191	119,647	306,101
LATHROP	475,918	26,272	131,801	633,991	559,768	26,272	383,766	969,806
<u> TODI</u>	1,304,322	72,823	365,335	1,742,479	1,536,741	72,823	1,063,750	2,673,314
MANTECA	1,550,168	86,680	434,851	2,071,699	1,826,813	86,680	1,266,161	3,179,654
RIPON	314,006	17,202	86,301	417,509	358,909	17,202	251,283	637,394
STOCKTON	6,480,233	364,415	1,828,181	8,672,828	7,643,288	364,415	5,323,135	13,330,837
TRACY	1,845,511	103,326	518,363	2,467,200	2,175,284	103,326	1,509,324	3,787,934
County of San Joaquin	14,134,115	781,749	3,921,848	18,837,712	16,595,817	781,749	11,419,291	28,796,857
Total Cities & County: San Joaquin	26,256,395	1,460,658	7,327,771	35,044,823	30,884,882	1,460,658	21,336,357	53,681,897

## RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE FOLLOWING LIST OF PROJECTS PROPOSED
TO RECEIVE FUNDING FROM THE ROAD MAINTENANCE AND
REHABILITATION ACCOUNT (RMRA) THROUGH THE LOCAL STREETS
AND ROADS FUNDING PROGRAM AS REQUIRED BY SENATE BILL 1,
THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017:

1) EUCLID AVENUE STREET RESURFACING, AND 2) PALM AVENUE
STREET RESURFACING; AND AUTHORIZING THE ESTABLISHMENT
OF A GAS TAX FUND APPROPRIATION OF \$1,016,456
FOR FISCAL YEAR 2019 AND CORRESPONDING REVENUE
BUDGET FOR RECEIPT OF RMRA FUNDS

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017, in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of National City are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, the City of National City (City) must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City's Capital Improvement Program (CIP) budget, which must include the description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvements; and

WHEREAS, the City will receive an estimated \$1,016,456 in RMRA funding in Fiscal Year 2019 from SB 1; and

WHEREAS, the City prioritizes projects based on health and safety benefits, input from the community, project costs, schedule, and available funding, and consistency with long-range planning documents and policies; and

WHEREAS, the list of projects proposed to receive funding from the RMRA were developed based on this criteria to ensure revenues are being used on high-priority and cost-effective projects that meet the community's priorities for transportation investment; and

WHEREAS, revenues received from the RMRA will greatly assist the City in increasing the overall quality and sustainability of the City's transportation system for the benefit of the public; and

WHEREAS, preventative maintenance and enhancements to the local transportation system will reduce drive times and traffic congestion, and improve access for pedestrians and bicycles, which will lead to reductions in vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, the SB 1 project list and overall investment in local streets and roads infrastructure, with a focus on maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant, positive co-benefits statewide.

Resolution No. 2018 – Page Two

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City approves the following list of projects proposed to receive funding from the RMRA, as required by SB 1:

- Euclid Avenue Street Resurfacing provide pavement rehabilitation, grind and overlay on Euclid Avenue between Cervantes Avenue and East 24th Street (estimated construction completion by June 2019 with useful life of 10 to 15 years);
- Palm Avenue Street Resurfacing provide pavement rehabilitation, grind, and overlay on Palm Avenue between Division Street and East 18th Street (estimated construction completion by June 2019 with useful life of 10 to 15 years).

BE IT FURTHER RESOLVED the City Council of the City of National City hereby authorizes the establishment of a Gas Tax Fund appropriation of \$1,016,456 for Fiscal Year 2019 and a corresponding revenue budget for receipt of RMRA funds.

PASSED and ADOPTED this 17th day of April, 2018.

ATTEST:	Ron Morrison, Mayor	
Michael R. Dalla, City Clerk		
APPROVED AS TO FORM:		
Angil P. Morris-Jones City Attorney		

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of E. 16th Street and Earle Drive to improve visibility at the intersection and at the crosswalk (TSC No. 2018-01). (Engi

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. April 17, 2018 ITEM TITLE: Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of E. 16th Street and Earle Drive to improve visibility at the intersection and at the crosswalk (TSC No. 2018-01). PREPARED BY: Luca Zappiello, Junior Engineer - Civil DEPARTMENT: Engineering/Public Works APPROVED BY: PHONE: 619-336-4360 **EXPLANATION:** See attached. FINANCIAL STATEMENT: APPROVED: **Finance** ACCOUNT NO. APPROVED: N/A **ENVIRONMENTAL REVIEW:** N/A ORDINANCE: INTRODUCTION: FINAL ADOPTION: STAFF RECOMMENDATION: Adopt a Resolution authorizing installation of red curb "No Parking" at the intersection of E. 16th Street and Earle Drive to improve visibility at the intersection and at the crosswalk. **BOARD / COMMISSION RECOMMENDATION:** At their meeting on March 14, 2018, the Traffic Safety Committee approved staff's recommendation to install red curb "No

## ATTACHMENTS:

- 1. Explanation w/ Exhibit
- 2. Staff Report to the Traffic Safety Committee on March 14, 2018 (TSC No. 2018-01)
- 3. Resolution

Parking" at the intersection of E. 16th Street and Earle Drive to improve visibility at the intersection and at the crosswalk...

## **EXPLANATION**

An area resident has requested red curb "No Parking" at the intersection of E. 16th Street and Earle Drive to improve visibility and enhance safety for the vehicles exiting from Earle Drive onto E.16th Street.

Staff performed a site evaluation. E. 16th Street and Earle Drive are 2-lane roadways with parallel parking on both sides of the streets. The intersection is currently stop controlled for southbound traffic on Earle Drive. The posted speed limit on E. 16th Street is 35 mph. Staff confirmed that there are 20 feet of designated red curb "No Parking" on the north side of E. 16th Street, east of Earle Drive for a fire hydrant. However, staff recommends to extend the existing 20 feet of red curb with an additional 20 feet for a total of 40 feet of red curb "No Parking" to enhance safety and also as a preventative measure. Furthermore, staff recommends the installation of 20 feet of red curb "No Parking" on the north side of E. 16th Street, west of Earle Drive, to improve the sightline through the intersection for the vehicles exiting Earle Drive.

Staff also reviewed the traffic collision history for this location, which confirmed there was one "reported" traffic collision within the past four years due to vehicle failing to yield in the right-of-way for pedestrians at the crosswalk.

Based on traffic collision history provided by the National City Police Department (NCPD) Records Division, staff recommend 32 feet of red curb "No Parking" between the pedestrian ramp and the driveway apron of the residence at 3008 E. 16th Street for visibility at the crosswalk.

This item was presented to the Traffic Safety Committee on March 14, 2018. Public notices were mailed to area residents inviting them to attend the meeting. There were no members of the community present to speak on the item.

Based on the staff report and the traffic collision history for this location, the Traffic Safety Committee unanimously approved staff's recommendation to the following traffic safety enhancements:

- 1. Install 20 feet of red curb "No Parking" on the north side of E. 16th Street, west of Earle Drive. This will result in the loss of one (1) on-street parking space;
- Extend the red curb "No Parking" by approximately 20 feet on the north side of E. 16th Street, east of Earle Drive. This will result in the loss of one (1) on-street parking space;
- 3. Install 32 feet of red curb "No Parking" on the south side of E. 16th Street, west of the pedestrian crosswalk. This will result in the loss of one (1) on-street parking space.

If approved by City Council, all work will be performed by City Public Works.

## Location Map with Proposed Enhancements (TSC Item: 2018-01)



# NATIONAL CITY TRAFFIC SAFETY COMMITTEE AGENDA REPORT FOR MARCH 14, 2018

ITEM NO. 2018-01

ITEM TITLE: REQUEST FOR RED CURB "NO PARKING" AT THE

INTERSECTION OF E. 16TH STREET AND EARLE DRIVE TO

IMPROVE VISIBILITY AT THE INTERSECTION

PREPARED BY: Luca Zappielio, Junior Engineer – Civil

Engineering & Public Works Department

## **DISCUSSION:**

An area resident has requested red curb "No Parking" at the intersection of E. 16th Street and Earle Drive to improve visibility and enhance safety for the vehicles exiting from Earle Drive onto E.16th Street.

Staff performed a site evaluation. E. 16th Street and Earle Drive are 2-lane roadways with parallel parking on both sides of the street. The intersection is currently stop controlled for southbound traffic on Earle Drive. The posted speed limit on E. 16th Street is 35 mph. Staff confirmed that there are 20 feet of designated red curb "No Parking" on the north side of E. 16th Street, east of Earle Drive for a fire hydrant. However, staff recommends to extend the existing 20 feet of red curb with an additional 20 feet for a total of 40 feet of red curb "No Parking" to enhance safety and also as a preventative measure. Furthermore, staff recommends the installation of 20 feet of red curb "No Parking" on the north side of E. 16th Street, west of Earle Drive, to improve the sightline through the intersection for the vehicles exiting Earle Drive.

Furthermore, staff recommend 32 feet of red curb "No Parking" between the pedestrian ramp and the driveway apron of the residence at 3008 E. 16<sup>th</sup> Street for visibility at the crosswalk.

Staff also reviewed the traffic collision history for this location, which confirmed there was one "reported" traffic collision within the past four years due to vehicle failing to yield in the right-of-way for pedestrians at the crosswalk.

## **STAFF RECOMMENDATION:**

Based on evaluation of existing conditions, staff recommends the following safety enhancements:

- 1. Install 20 feet of red curb "No Parking" on the north side of E. 16th Street, west of Earle Drive. This will result in the loss of one (1) on-street parking space;
- Extend the red curb "No Parking" by approximately 20 feet on the north side of E. 16th Street, east of Earle Drive. This will result in the loss of one (1) on-street parking space;
- Install 32 feet of red curb "No Parking" on the south side of E. 16th Street, west of the pedestrian crosswalk. This will result in the loss of one (1) on-street parking space.

## **EXHIBITS:**

- Public Request
   Public Notice
- 3. Location Map
- 4. Photos

2018-01

SEECLICKFIX ID 3797847

PRIORITY Normal LY UT NET TOWAR C

SCAD PM GIGT JAN 8/18

REQUEST TYPE

ADDRESS

Traffic Related Issues or

2945 E 16th St National City, California

Complaints
ASSIGNEE

SLA EXPIRES

REPORTED

10/19/2017 - 12:10PM

SECONDARY QUESTIONS

Engineering

LOCATION

Please provide location. comer of 16th and Earle Drive

Supering Assertments

Please provide a brief description of issues/complaint, constant speeding, loud motorcycles

Go gle

CLED ATA GENT ONE

SUMMARY & DESCRIPTION

Treffic Related lesues or Complaints

There is constant speeding and near misses at this intersection especially during school times and and night. It is very hard to see oncoming traffic if you are turning left from Earle Drive onto 16th St with the cars parked on 16th St. I don't know how many accidents have been here but here was just one last week. Is there any way to get speed bumps put in??

Reported by:

CityOfNationalCityCollaborativeNeighbor 10/19/2017 -

12:10PM

MEDIA

No images avaitable.

TIMESTAMP INTERNAL COMMENT

COMMENTER

10/23/2017 10:56AM Yes

Public Works assigned this issue to Engineering

**Public Works** 

01/09/2018 01:29PM Please call the Engineering & Public Works Department at (619) 336-4380 to provide your contact information such that our staff may

contact you in the event additional information is needed to address your request and to provide updates on the status of your request.

Thank you for using National City Connect.

Engineering



March 7, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-01

REQUEST FOR RED CURB "NO PARKING" AT THE INTERSECTION OF E. 16<sup>TH</sup> STREET AND EARLE DRIVE TO IMPROVE VISIBILITY AT THE INTERSECTION

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, March 14, 2018, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliance. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2<sup>nd</sup> Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-01.

Sincerely,

Stephen Manganiello

on 7. Mayamillo

City Engineer

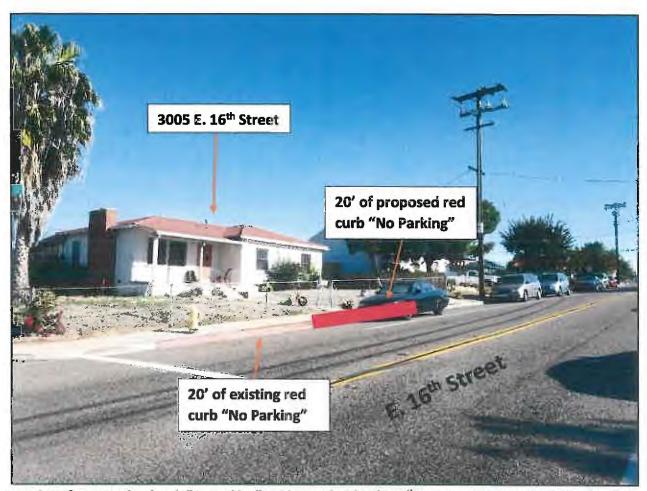
SM:Iz

**Enclosure: Location Map** 

2018-01

## Location Map with Proposed Enhancements (TSC Item: 2018-01)





Location of proposed red curb "No Parking" on the north side of E 16th St, east of Earle Drive (looking north)



Location of proposed red curb "No Parking" on the

205 of 414

E 16th St, west of Earle Drive (looking north-west)



Location of proposed red curb "No Parking" on the south side of E 16th St, west of the crosswalk (looking east)



Location of proposed red curb "No Parking" on the 206 of 414 E 16th St, west of the crosswalk (looking south)

## RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF RED CURB "NO PARKING" AT THE INTERSECTION OF EAST 16<sup>TH</sup> STREET AND EARLE DRIVE TO IMPROVE VISIBILITY AT THE INTERSECTION AND AT THE CROSSWALK

WHEREAS, a resident has requested red curb "No Parking" at the intersection of East 16th Street and Earle Drive to improve visibility and enhance safety for the vehicles exiting from Earle Drive onto East16th Street; and

WHEREAS, after a site evaluation, staff recommends the following improvements:

- Extend the existing 20 feet of red curb with an additional 20 feet, for a total of 40 feet of red curb "No Parking" to enhance safety and as a preventative measure; and
- Install 20 feet of red curb "No Parking" on the north side of East 16th Street, west of Earle Drive, to improve the sightline through the intersection for the vehicles exiting Earle Drive.
- Install 32 feet of red curb "No Parking" between the pedestrian ramp and the driveway apron of the residence at 3008 East 16th Street for visibility at the crosswalk.

WHEREAS, at its meeting on March 14, 2018, the Traffic Safety Committee unanimously approved staff's recommendations referenced above.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the following:

- Extend the existing 20 feet of red curb with an additional 20 feet, for a total of 40 feet of red curb "No Parking" to enhance safety and also as a preventative measure; and
- Install 20 feet of red curb "No Parking" on the north side of East 16th Street, west of Earle Drive, to improve the sightline through the intersection for the vehicles exiting Earle Drive.
- Install 32 feet of red curb "No Parking" between the pedestrian ramp and the driveway apron of the residence at 3008 East 16th Street for visibility at the crosswalk.

PASSED and ADOPTED this 17th day of April, 2018.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersections of Palm Avenue with E. 14th Street and E. 15th Street in order to improve visibility at the intersections (TSC No. 2018-

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorithe intersections of Palm Avenue with E. 14 <sup>th</sup> Street and E. intersections (TSC No. 2018-02).	izing the installation of re 15 <sup>th</sup> Street in order to in	ed curb "No Parking" at mprove visibility at the
PREPARED BY: Luca Zappiello, Junior Engineer – Civil PHONE: 619-336-4360  EXPLANATION: See attached.	DEPARTMENT: Engapproved By:	gineering/Public Works
FINANCIAL STATEMENT:	APPROVED:	Finance
ACCOUNT NO.	APPROVED:	MIS
N/A		
ENVIRONMENTAL REVIEW: N/A		
ORDINANCE: INTRODUCTION: FINAL ADOPTION:		
STAFF RECOMMENDATION:		
Adopt a Resolution authorizing installation of red curb "No Parking" at and E. 15th Street in order to improve visibility at the intersections	t the intersections of Palm	Avenue with E. 14th Street
BOARD / COMMISSION RECOMMENDATION:		

At their meeting on March 14, 2018, the Traffic Safety Committee approved staff's recommendation to install red curb "No Parking" at the intersections of Palm Ave with E. 14th St and E. 15th St in order to improve visibility at the intersections

## **ATTACHMENTS**:

- 1. Explanation w/ Exhibit
- 2. Staff Report to the Traffic Safety Committee on March 14, 2018 (TSC No. 2018-02)
- 3. Resolution

## **EXPLANATION**

Mr. Tom Slavinsky has requested red curb "No Parking" at the intersection of Palm Avenue and E. 14th Street to improve visibility at the intersection. Mr. Slavinsky stated that it is difficult to see oncoming traffic for vehicles exiting from E. 14th Street onto Palm Avenue due to cars being parked too close to the intersection. Furthermore, Mr. Slavinsky stated that installing red curb "No Parking" at the intersection would help to improve safety and enhance visibility.

Staff performed a site evaluation. Palm Avenue and E. 14th Street are currently 2-lane roadways with parallel parking on both sides of the streets. The intersection between the two streets is currently stop controlled for eastbound traffic on E. 14th Street. The posted speed limit on Palm Avenue is 35 mph. Staff confirmed that Palm Avenue has a 5% slope at the intersection with E. 14th Street and there are approximately 113 feet of existing red curb "No Parking" on the west side of Palm Avenue, south of E. 14th Street. Staff confirmed that when vehicles on Palm Avenue park too close to the corners on the north side of E. 14th Street, visibility for the vehicles that are exiting E. 14th Street onto Palm Avenue is partially obstructed.

Furthermore, staff observed that at the intersection of Palm Avenue and E. 15th Street there is no red curb "No Parking" and confirmed that Palm Avenue has a 2% slope at the intersection with E. 15th Street. Staff also recommends installing 20 feet of red curb "No Parking" on the west side of Palm Avenue, north of E. 15th Street and 10 feet of red curb "No Parking" on the west side of Palm Avenue, south of the E. 15th Street.

Staff reviewed the traffic collision history for these locations, which is summarized as follows:

- Palm Avenue & E. 14th St (NCPD Records Division 2 reported accidents past 4 years);
- 2. Palm Avenue & E. 15th St (NCPD Records Division 1 reported accident past 4 years).

This item was presented to the Traffic Safety Committee on March 14, 2018. Public notices were sent to area residents inviting them to attend the meeting. There was one community member attendance at the meeting, Ms. Diane Quinones and she spoke in support of the item.

Based on the staff report, the traffic collision history and the testimony of Ms. Quinones the Traffic Safety Committee unanimously approved staff's recommendation to the following traffic safety enhancements:

- Install 40 feet of red curb "No Parking" on the west side of Palm Avenue, north of E. 14th Street. This will result in the loss of two (2) on-street parking spaces;
- 2. Install 20 feet of red curb "No Parking" on the west side of Paim Avenue, north of E. 15th Street. This will result in the loss of one (1) on-street parking space.
- 3. Install 10 feet of red curb "No Parking" on the west side of Palm Avenue, south of E. 15th Street. This will result in no loss of on-street parking space.

If approved by City Council, all work will be performed by City Public Works.

## Location Map with Proposed Enhancements (TSC Item: 2018-02)



# NATIONAL CITY TRAFFIC SAFETY COMMITTEE AGENDA REPORT FOR MARCH 14, 2018

## ITEM NO. 2018-02

ITEM TITLE:

REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTIONS OF PALM AVENUE WITH E. 14<sup>TH</sup> STREET AND E. 15<sup>TH</sup> STREET IN ORDER TO IMPROVE VISIBILITY AT THE INTERSECTIONS

**INTERSECTIONS** 

PREPARED BY:

Luca Zappiello, Junior Engineer – Civil Engineering & Public Works Department

## **DISCUSSION:**

Mr. Tom Slavinsky has requested red curb "No Parking" at the intersection of Palm Avenue and E. 14<sup>th</sup> Street to improve visibility at the intersection. Mr. Slavinsky stated that it is difficult to see oncoming traffic for vehicles exiting from E. 14<sup>th</sup> Street onto Palm Avenue due to cars being parked too close to the intersection. Furthermore, Mr. Slavinsky stated that installing red curb "No Parking" at the intersection would help to improve safety and enhance visibility.

Staff performed a site evaluation. Palm Avenue and E. 14<sup>th</sup> Street are currently 2-lanes wide and both streets have available parking on both sides of the street. The intersection between the two streets is currently stop controlled for eastbound traffic on E. 14<sup>th</sup> Street. The posted speed limit on Palm Avenue is 35 mph. Staff confirmed that Palm Avenue has a 5% slope at the intersection with E. 14<sup>th</sup> Street and there are approximately 113 feet of existing red curb "No Parking" on the west side of Palm Avenue, south of E. 14<sup>th</sup> Street. Staff confirmed that when vehicles on Palm Avenue park too close to the corners on the north side of E.14<sup>th</sup> Street, visibility for the vehicles that are exiting E. 14<sup>th</sup> Street onto Palm Avenue is partially obstructed.

Furthermore, staff observed that at the intersection of Paim Avenue and E.15<sup>th</sup> Street there is no red curb "No Parking" and confirmed that Palm Avenue has a 2% slope at the intersection with E. 15<sup>th</sup> Street. Staff also recommends installing 20 feet of red curb "No Parking" on the west side of Palm Avenue, north of the intersection with E. 15<sup>th</sup> Street and 10 feet of red curb "No Parking" on the west side of Palm Avenue, south of the intersection with E. 15<sup>th</sup> Street.

Staff reviewed the traffic collision history for these locations, which is summarized as follows:

- Palm Avenue & E. 14<sup>th</sup> St (NCPD Records Division 2 reported accidents past 4 years);
- 2. Palm Avenue & E. 15<sup>th</sup> St (NCPD Records Division 1 reported accident past 4 years).

## STAFF RECOMMENDATION:

Based on evaluation of existing conditions, staff recommends the following safety enhancements:

- Install 40 feet of red curb "No Parking" on the west side of Palm Avenue, north of E. 14<sup>th</sup> Street. This will result in the loss of two (2) on-street parking spaces;
- 2. Install 20 feet of red curb "No Parking" on the west side of Palm Avenue, north of E. 15<sup>th</sup> Street. This will result in the loss of one (1) on-street parking space.
- 3. Install 10 feet of red curb "No Parking" on the west side of Palm Avenue, south of E. 15<sup>th</sup> Street. This will result in no loss of on-street parking space.

## **EXHIBITS:**

- 1. Public Request
- 2. Public Notice
- 3. Location Map
- 4. Photos

2018-02

## Luca Zappiello

From: Stephen Manganiello

Sent: Thursday, January 04, 2018 8:42 AM

Swigest: FW: Unsafe intersection

Hello Mr. Slavinsky,

Thank you for bringing this item to our attention. Luca Zappiello from our department will contact you next week to obtain more information and conduct a site evaluation. He will then update you with our recommendations.

## Thank you.

Stephen Manganiello
Director of Public Works/City Engineer

City of National City
Engineering & Public Works Department
1243 National City Boulevard
National City, CA 91950
phone: 619-336-4380
fax: 619-336-4397
direct: 619-336-4382
email: smanganiello@nationalcityca.gov

email: <u>smanganiello@nationalcityca.gov</u> website: <u>www.nationalcityca.gov</u>

The City of National City is open Monday through Thursday from 7:00am-6:00pm; offices are closed on Fridays.

From: "Slavinsky, Tom"

Date: December 30, 2017 at 6:58:12 PM PST

Te: "amendivil@nationalcityca.gov" <amendivil@nationalcityca.gov>

Subject: Unsafe Intersection

Hey Albert,

Hope all is well with you and family. I was looking for an email address for the NC Risk Management but could not find one. Stumbled on your contact information. Would appreciate you passing this onto the appropriate folks.

When I visit my Mom, which is often, I consistently encounter "challenges" when leaving her house and driving towards the 805 freeway on-ramps on Plaza Blvd. No doubt my sisters Diane and Karen experience the same, and all of my Mom's neighbors experience the same. The situation is a major car accident just waiting to happen. Would hate for one of us to be in an accident, or hear about one.

The problem is cars park along the hill on Palm Ave between Plaza Bivd and 14th St right up to the Palm and 14th St Intersection (T intersection). Because of the parked cars, when making the left from 14th onto Palm to go towards Plaza it is a blind turn and you

have to guess/hope no cars are coming up the hill towards 14<sup>th</sup> and will collide with the driver side of my (or anybody else's) car. It is really unsafe!

I believe (not totally positive) the folks parking there are students of the Bellus Academy (salon college) on the corner of Plaza and Palm. I realize they need a place to park, but something need to be done. It may be as easy as painting the top  $50~\rm{ft}$  of Palm Ave near  $14^{\rm{th}}$  St red so nobody can park there.

Thanks for forwarding this to the folks who can take care of this. Please have them reply back to me with their planned course of action.

TS

## **Tom Slavinsky**







March 7, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-02

REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTIONS OF PALM AVENUE WITH E. 14TH STREET AND E. 15TH STREET IN ORDER TO IMPROVE VISIBILITY AT THE INTERSECTIONS

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, March 14, 2018, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliance. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2<sup>nd</sup> Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-02.

Sincerely,

Stephen Manganiello

~ 7. Morganisho

City Engineer

SM:Iz

**Enclosure: Location Map** 

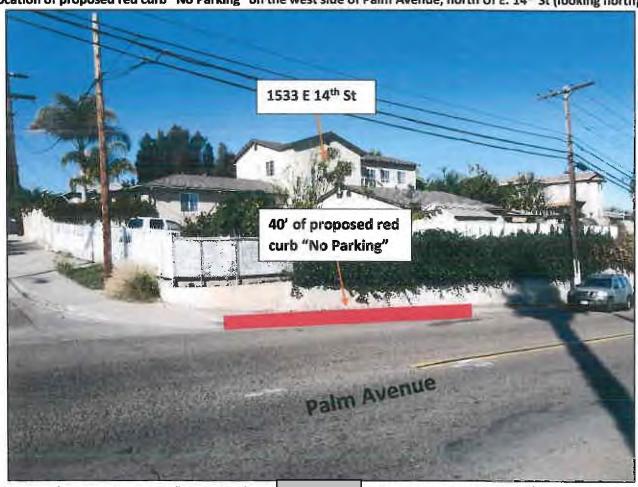
2018-02

# Location Map with Proposed Enhancements (TSC Item: 2018-02)





Location of proposed red curb "No Parking" on the west side of Palm Avenue, north of E. 14th St (looking north)



Location of proposed red curb "No Parking" on t 219 of 414 Palm Avenue, north of E. 14th St (looking west)



Location of existing red curb "No Parking" on the west side of Palm Avenue, south of E. 14th St (looking south)



Location of existing red curb "No Parking" on the west side of Palm Avenue, north of E. 14th St (looking southwest)



Location of proposed red curb "No Parking" on the west side of Palm Avenue, north of E. 15th St (looking north)



Location of proposed red curb "No Parking" on the

221 of 414

Ilm Avenue, north of E. 15th St (looking northwest)



Location of proposed red curb "No Parking" on the west side of Palm Avenue, north of E. 15th St (looking south)



Location of proposed red curb "No Parking" on the west side of Palm Avenue, north of E. 15th St (looking southwest)

#### RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF RED CURB "NO PARKING" AT THE INTERSECTIONS OF PALM AVENUE WITH EAST 14<sup>TH</sup> STREET AND EAST 15<sup>TH</sup> STREET TO IMPROVE VISIBILITY AT THE INTERSECTIONS

WHEREAS, a resident has requested red curb "No Parking" at the intersection of Palm Avenue and East 14th Street to improve visibility at the intersection because it is difficult to see oncoming traffic for vehicles exiting from East 14th Street onto Palm Avenue due to cars being parked too close to the intersection, which would help to improve safety and enhance visibility; and

WHEREAS, after a site evaluation, staff recommends installation of the following:

- 40 feet of red curb "No Parking" on the west side of Palm Avenue, north of East 14th Street. This will result in the loss of two (2) on-street parking spaces;
- 20 feet of red curb "No Parking" on the west side of Palm Avenue, north of East 15th Street. This will result in the loss of one (1) on-street parking space.
- 10 feet of red curb "No Parking" on the west side of Palm Avenue, south of East 15th Street. This will result in no loss of on-street parking space.

WHEREAS, at its meeting on March 14, 2018, the Traffic Safety Committee approved staff's recommendations referenced above.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of the following:

- 40 feet of red curb "No Parking" on the west side of Palm Avenue, north of East 14th Street. This will result in the loss of two (2) on-street parking spaces;
- 20 feet of red curb "No Parking" on the west side of Palm Avenue, north of East 15th Street. This will result in the loss of one (1) on-street parking space.
- 10 feet of red curb "No Parking" on the west side of Palm Avenue, south of East 15th Street. This will result in no loss of on-street parking space.

PASSED and ADOPTED this 17th day of April, 2018.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with signage in front of the residence located at 110 E. 17th Street (TSC No. 2018-03). (Engineering/Public Works)

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. April 17, 2018 ITEM TITLE: Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with signage in front of the residence located at 110 E. 17th Street (TSC No. 2018-03). **DEPARTMENT:** Engineering/Public Works PREPARED BY: Luca Zappiello, Junior Engineer - Civil PHONE: 619-336-4360 APPROVED BY: **EXPLANATION:** See attached. APPROVED: FINANCIAL STATEMENT: **Finance** ACCOUNT NO. APPROVED: N/A **ENVIRONMENTAL REVIEW:** N/A FINAL ADOPTION: ORDINANCE: INTRODUCTION: STAFF RECOMMENDATION: Adopt a Resolution for the installation of a blue curb disabled persons parking space with signage in front of the residence located at 110 E. 17th Street **BOARD / COMMISSION RECOMMENDATION:** At their meeting on March 14, 2018, the Traffic Safety Committee approved staff's recommendation to install a blue curb disabled persons parking space with sign in front of the residence located at 110 E. 17th Street **ATTACHMENTS:** 

2. Staff Report to the Traffic Safety Committee on March 14, 2018 (TSC No. 2018-03)

1. Explanation w/ Exhibit

Resolution

#### **EXPLANATION**

Mr. George Cofer, resident of 110 E. 17th Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled person placard from the California Department of Motor Vehicles. Mr. Cofer stated that it is difficult to find on-street parking since the demand for parking is high and a blue curb parking space would allow him and his wife to park in front of their house, providing easier access.

Staff visited the site and confirmed that Mr. Cofer has a driveway located behind his house. Staff confirmed that the driveway has a manual gate approximately 12 feet wide. The slope of the driveway is approximately 2%, and it is large enough to accommodate a vehicle with a disabled driver or passenger.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

- 1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.
- 2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met*.
- The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met (see explanation below).

This item was presented to the Traffic Safety Committee (TSC) on March 14, 2018. Mr. George Cofer and his wife Ms. Teresa Cofer were in attendance and spoke in support of the blue curb disabled persons parking space. Staff's initial recommendation was to deny the request, since Mr. Cofer has a driveway that can accommodate a vehicle with a disabled driver or passenger. However, Mr. Cofer stated that since the family is in financial hardship, he is not able to install an electric gate to enter the house. Furthermore, Ms. Cofer stated that a blue curb disabled persons parking space would allow him to park in front of his house, providing an easier and safer access into the residence.

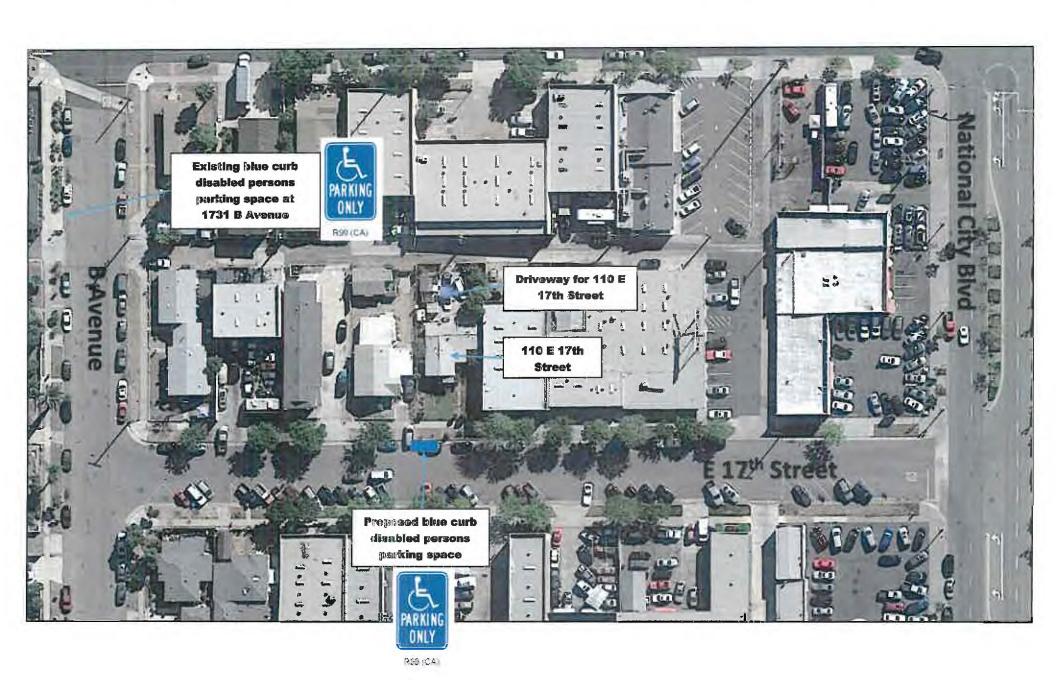
Based on the testimony of the applicants, staff has determined that it would be a financial hardship for the applicants to obtain permits and install an electric gate. Therefore, staff's final recommendation is to support the applicant's request for installation of a blue curb disabled persons parking space in front of their home.

The Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with sign in front of the residence at 110 E. 17th Street.

The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved by City Council, all work will be performed by City Public Works.

# Location Map with Recommended Enhancements (TSC Item: 2018-03)



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# NATIONAL CITY TRAFFIC SAFETY COMMITTEE AGENDA REPORT FOR MARCH 14, 2018

ITEM NO. 2018-03

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED

PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE

RESIDENCE LOCATED AT 110 E. 17TH STREET

PREPARED BY: Luca Zappiello, Junior Engineer – Civil

Engineering & Public Works Department

#### DISCUSSION:

Mr. George Cofer, resident of 110 E. 17<sup>th</sup> Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled person placard from the California Department of Motor Vehicles. Mr. Cofer stated that it is difficult to find on-street parking since the demand for parking is high and a blue curb parking space would allow him and his wife to park in front of their house, providing easier access.

Staff visited the site and confirmed that Mr. Cofer has a driveway located behind his house. Staff confirmed that the driveway has a manual gate approximately 12 feet wide. The slope of the driveway is approximately 2%, and it is large enough to accommodate a vehicle with a disabled driver or passenger.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

- 1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.
- 2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
- 3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is not met, since the applicant has a driveway that can accommodate a vehicle with a disabled driver or passenger.

#### STAFF RECOMMENDATION:

Since only two of the three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff does not recommend installation of a blue curb disabled persons parking space with signage in front of the residence located at 110 E. 17<sup>th</sup> Street.

#### **EXHIBITS**:

- Public Request Form
   Location Map
- 3. Photos
- 4. City Council Disabled Persons Parking Policy

2018-03

# ENG & PW DEPT. 1TY OF NATIONAL CITY CUO PH 5:39 NOVZ9'1

# REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

-1

		ERSON: GEORGE W. C.		5 2
NAME	OF REPRESENTA	ATIVE FOR DISABLED PERSON (If different fi	rom sbove):	
ADDRI	ess: 410	E 17TH ST		
EMAIL			1	
PHON				
person paces person	ntee, and your ( is parking space are considered	owing questions, which will assist Engineer City Council in determining if you are qualif placed in front of your residence. Please b public parking. Therefore, any registered v ense place is legally allowed to park in the b	fied to have a blue cu se informed that all b vehicle in recovering	rb disabled lue curb parking
1)	De you posses	ss a valid disabled person's placard issued b	ov the California name	
	if YES,	s (DMV)? please include a copy of the placerd, which er, and expiration date.	VEE	The state of the s
2)	Does your resi	idence have a garage?	YES	X NO
		is the garage large enough to park a vehicle num of 20' x 12')	e YES	MO
3)	Does your resi	idence have a driveway?	OF NES	<b>W</b> en
	If YES,	a) is the driveway large enough to park a (minimum of 20' $\times$ 12')	vehicle? YES	□wo
		b) is the driveway level?	J. XYES	NO
		c) is the driveway sloped/inclined?	VFS	
4)	Please write a	ny additional comments here (optional).		Dun of
				•
	DOES	HAVE A DRIVEWAY. THE	DRIVEWAY CO	M
		DATE A VEHICLE WIT	H A DISABL	ED DRIVE

# DEPARTMENT OF MOTOR VEHICLES



# PLACARD IDENTIFICATION DISABLED PERSON CARD/RECEIPT

PLACARD NUMBER:

EXPIRES: 06/30/2019

DATE ISSUED:

A Public Service Agency

This identification card or facelmile copy is to be carried by the placard cwner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, have the placard from the rear view mirror, remove it from the mirror when driving.

When your placard is property displayed,

you may park in or on:

CO: 37

TYPE: N

•

DOB

\* Disabled person parking spaces (blue zones) \* Streat metered zones without paying.

\* Green zones without restrictions to time limits.

\* Streets where preferential parking privileges are given to

You may not park in or on: Recidents and merchants,

Marked spaces next to disabled person White or Tow Away Zones.

fird unless the disabled owner is being

point god, placard to anyone, including family members. a placard which has been cancelled or revoked.

integrals a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.

DPFOOT ROY(4/10)

SSUED TO

COFER BEORGE WILLIAM 68 PROVENCE CT

91911 5 CHULA VISTA

(Buchess & Professions Code 13660): Purchase of fue

State law requires service stations to refue! a

disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.

1

# Location Map with Recommended Enhancements (TSC Item: 2018-03)





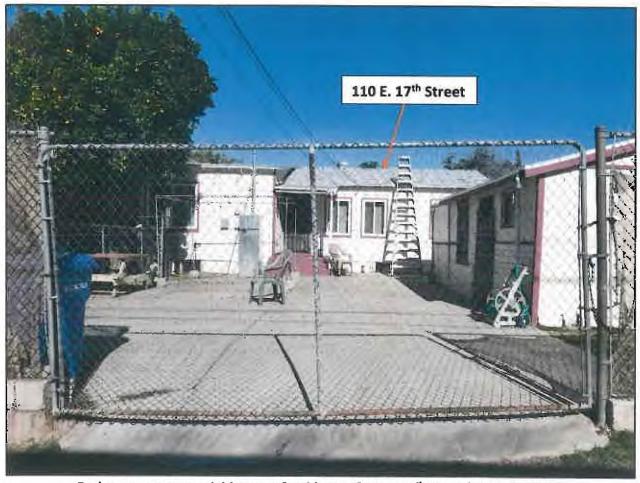
Location of proposed blue curb disabled persons parking space in front of 110 E. 17th Street (looking south)



Location of proposed blue curb disabled persons

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in front of 110 E. 17th Street (looking southwest)



Back entrance gate and driveway of residence of 110 E. 17th Street (looking north)

#### DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

- 1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
- 2. Hospitals and convalescent homes with more than 75-bed capacity.
- 3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
- 4. Community service facilities such as senior citizens service centers, etc.
- Accredited vocational training and educational facilities where no offstreet parking is provided for disabled persons.
- 6. Employment offices for major enterprises employing more than 200 persons.
- 7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
- 8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
- 9. Other places of assembly such as schools and churches.
- 10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
- 11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

#### General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

#### Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-jof-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

(3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE:It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

#### RESOLUTION NO. 2018 -

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED AT 110 EAST 17TH STREET

WHEREAS, a resident of 110 East 17th Street possesses a valid Disabled Person Placard from the State of California Department of Motor Vehicles and has requested the installation of a blue curb disabled persons parking space in front of the residence to provide easier and safer access to the home because the demand for parking is high making it difficult to find on-street parking; and

WHEREAS, after conducting an inspection and review, staff has determined that it would be a financial hardship for the applicants to obtain permits and install an electric gate to access the residence, therefor, staff supports the applicant's request for installation of a blue curb disabled persons parking space in front of the home; and

WHEREAS, on March 14, 2018, the Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 110 East 17th Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 110 East 17th Street.

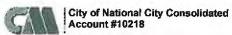
PASSED and ADOPTED this 17th day of April, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended February 28, 2018. (Finance)

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018 **AGENDA ITEM NO.:** ITEM TITLE: Investment transactions for the month ended February 28, 2018. PREPARED BY: Ronald Gutlay **DEPARTMENT:** Finance PHONE: 619-336-4346 APPROVED BY: **EXPLANATION:** In accordance with California Government Code Section 53646 and City of National City's investment policy section XIIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period. The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending February 28, 2018. APPROVED: Wark Rabutto FINANCE FINANCIAL STATEMENT: APPROVED: ACCOUNT NO. NA **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION | FINAL ADOPTION STAFF RECOMMENDATION: Accept and file the Investment Transaction Ledger for the month ended February 28, 2018. **BOARD / COMMISSION RECOMMENDATION:** NA ATTACHMENTS: Investment Transaction Ledger



#### Transaction Ledger 1/31/18 Thru 2/28/18

- Alexander					7777					
Transaction Type	Settleinent Date	CUSIP	Quantity	Security Description	Price	Acaibisp Yield	Amount	Interest Pur/Sold	Total Amount	Gamilops
ACQUISITIONS										
Purchase	02/01/2018	60934N807	2,812.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	2,812.50	0.00	2,812.50	0.00
Purchase	02/02/2018	60934N807	354.65	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	354.65	0.00	354.65	0.00
Purchase	02/07/2018	60934N807	5,409.38	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	5,409.38	0.00	5,409.38	0.00
Purchase	02/08/2018	60934N807	590,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	590,000.00	0.00	590,000.00	0.00
Purchase	02/08/2018	60934N807	2,581.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	2,581.25	0.00	2,581.25	0.00
Purchase	02/08/2018	60934N807	251,541.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	251,541.67	0.00	251,541.67	0.00
Purchase	02/09/2018	459200HM6	400,000.00	IBM Corp Note 1.625% Due 5/15/2020	98.149	2.47 %	392,596.00	1,516.67	394,112.67	0.00
Purchase	02/12/2018	36164KHH7	500,000.00	GE Capital Treasury LLC Discount CP 2% Due 8/17/2018	98.967	2.05 %	494,833.33	0.00	494,833.33	0.00
Purchase	02/14/2018	60934N807	2,992.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	2,992.50	0.00	2,992.50	0.00
Purchase	02/15/2018	60934N807	225.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	225.25	0.00	225.25	0.00
Purchase	02/15/2018	60934N807	663.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	663.00	0.00	663.00	0.00
Purchase	02/15/2018	60934N807	658.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	658.33	0.00	658.33	0.00
Purchase	02/17/2018	60934N807	2,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	2,750.00	0.00	2,750.00	0.00
Purchase	02/18/2018	60934N807	3,368.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	3,368.75	0.00	3,368.75	0.00
Purchase	02/20/2018	60934N807	196.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	196.25	0.00	196.25	0.00
Purchase	02/28/2018	60934N807	8,250.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.00 %	8,250.00	0.00	8,250.00	0.00
	Subtotal		1,771,803.53			_	1,759,232.86	1,516.67	1,760,749.53	0.00
Short Sale	02/09/2018	60934N807	-394,112.67	Federated Investors Govt Oblig Fund Inst.	1.000		-394,112.67	0.00	-394,112.67	0.00
	Subtotal		-394,112.67			- 5	-394,112.67	0.00	-394,112.67	0.00
TOTAL ACQUIS	ITIONS		1,377,690.86				1,365,120.19	1,516.67	1,366,636.86	0.00
DISPUSITIONS								· · · · · · · · · · · · · · · · · · ·		
Closing Purchase	02/09/2018	60934N807	-394,112.67	Federated Investors Govt Obilg Fund Inst.	1.000		-394,112.67	0.00	-394,112.67	0.00
	Subtotal		-394,112.67			177	-394,112.67	0.00	-394,112.67	0.00
Sale	02/09/2018	60934N807	394,112.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.95%	394,112.67	0.00	394,112.67	0.00



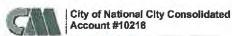
# Transaction Ledger 1/31/18 Thru 2/28/18

Transaction Type	Settlement Pals	CUSIP	Quantity	Segunty Description	Price	Actification Yield	Amount	Interest Pur/Sola	Total Amount	Gam Loss
DISPOSITIONS			ANIGHOUS .					1,500,000		
Sale	02/12/2018	60934N807	494,833.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.95 %	494,833.33	0.00	494,833.33	0.00
	Subtotal		888,946.00				888,946.00	0.00	888,946.00	0.00
Call	02/08/2018	808513AK1	250,000.00	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 3/10/2018	100.000	1.50 %	250,000.00	1,541.67	251,541.67	-1,547.50
	Subtotal		250,000.00			-	250,000.00	1,541.67	251,541.67	-1,547.50
Paydown	02/15/2018	47788BAB0	0.00	John Deere Ov/ner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		0.00	225.25	225.25	0.00
Paydown	02/15/2018	65478GAB8	0.00	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 5/15/2020	100.000		0.00	663.00	663.00	0.00
Paydown	02/15/2018	89237RAB4	0.00	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		0.00	658.33	658.33	0.00
Paydown	02/20/2018	43814PAB6	0.00	Honda Auto Receivables Owner T 17-3 A2 1.57% Due 1/21/2020	100.000		0.00	196.23	196.25	0.00
	Subtotal		0.00			-	0.00	1,742.83	1,742.83	0.00
Maturity	02/08/2018	3135G0TG8	590,000.00	FNMA Note 0.875% Due 2/8/2018	100.000		590,000.00	0.00	590,000.00	10,242.40
	Subtotal		590,000.00				590,000.00	0.00	590,000.00	10,242.40
Security Withdrawal	02/05/2018	60934N807	2,149.62	Federated Investors Govt Oblig Fund Inst.	1.000		2,149.62	0.00	2,149.62	0.00
Security Withdrawal	02/07/2018	90LAIF\$00	750,000.00	Local Agency Investment Fund State Pool	1.000		750,000.00	0.00	750,000.00	0.00
Security Withdrawal	02/22/2018	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Security Withdrawal	02/28/2018	90SDCP\$00	10,000.00	County of San Diego Pooled Investment Pool	1.000		10,000.00	0.00	10,000.00	0.00
	Subtotal		2,262,149.62				2,262,149.62	0.00	2,262,149.62	0.00
TOTAL DISPOSI	TIONS		3,596,982.95				3,596,982.95	3,284.50	3,600,267.45	8,694.90

Chandler Asset Management -

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Execution Time: 3/22/2018 9:54:58 AM



#### Transaction Ledger 1/31/18 Thru 2/28/18

Transatalen Type	Settlement Date	cusie	Guaritity	Security Description	Price	AcqiDisc Yield	Amulant	Interest Pur/Bold	Total Amount	Gain/Loas
OTHER TRAN	SACTIONS	- August	- North College	adequit lessagilesto	TO MAKE	1000	Tell (1989)	No. of Contract of		E-W/(Discussion
Interest	02/01/2018	3137EADK2	450,000.00	FHLMC Note 1.25% Due 8/1/2019	0.000		2,812,50	0.00	2,812.50	0.00
Interest	02/07/2018	3130A8PK3	455,000.00	FHLB Note 0.625% Due 8/7/2018	0.000		1,421.88	0.00	1,421.88	0.00
Interest	02/07/2018	40428HPV8	290,000.00	HSBC USA Inc Note 2.75% Due 6/7/2020	0.000		3,987.50	0.00	3,987.50	0.00
Interest	02/08/2018	3135G0TG8	590,000.00	FNMA Note 0.875% Due 2/8/2018	0.000		2,581.25	0.00	2,581.25	0.00
Interest	02/14/2018	084670BL1	285,000.00	Berkshire Hathaway Note 2.1% Due 8/14/2019	0.000		2,992.50	0.00	2,992.50	0.00
Interest	02/17/2018	3135G0N82	440,000.00	FNMA Note 1.25% Due 8/17/2021	0.000		2,750.00	0.00	2,750.00	0.00
Interest	02/18/2018	3130A7CV5	490,000.00	FHLB Note 1.375% Due 2/18/2021	0.000		3,368.75	0.00	3,368.75	0.00
Interest	02/28/2018	912828J50	600,000.00	US Treasury Note 1.375% Due 2/29/2020	0.000		4,125.00	0.00	4,125.00	0.00
Interest	02/28/2018	912828L32	600,000.00	US Treasury Note 1.375% Due ¢/31/2020	0.000		4,125.00	0.00	4,125.00	0.00
	Subtotal		4,200,000.00				28,164.38	0.00	28,164.38	0.00
Dividend	02/02/2018	60934N807	57,296.96	Federated Investors Govt Oblig Fund Inst.	0.000		354.65	0.00	354.65	0.00
	Subtotal		57,296.96				354.65	0.00	354.65	0.00
TOTAL OTHER	R TRANSACTIO	NS	4,257,296.96			NA COLO	28,519.03	0.00	28,519.03	0.00

Chandler Asset Management

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Execution Time: 3/22/2018 9:54:58 AM

The following page(s) contain the backup material for Agenda Item: Warrant Register #36 for the period of 02/28/18 through 03/06/18 in the amount of \$2,947,898.30. (Finance)

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018 AGENDA ITEM NO.:

ITEM TITLE: Warrant Register #36 for the peri (Finance)	od of 02/28/18 th	rough 03/06	6/18 in the amount of \$2,947,898.	30.			
PREPARED BY: Karla Apalategui, PHONE: 619-336-4572 EXPLANATION: Per Government Section Code 37 through 03/06/18.	EPARTMENT: Finance PPROVED BY:  nts issued for the period of 02/28,	/18					
Consistent with Department of Finder		w are all pa <u>mount</u>	yments above \$50,000. Explanation				
National School District Sweetwater High School District Turf Star City of San Diego City National Bank	333365 15 333372	50,936.11 68,728.17 230,416.00	Palm Plaza Proceeds Palm Plaza Proceeds Groundsmaster 4000-D T4 Mow Metro Sewerage System Pmt. F Lease Payment #32 Energy Proj	Y 2018			
FINANCIAL STATEMENT: ACCOUNT NO. Warrant total \$2,947,898.30.		APPRO	OVED: Mark Rabuto	FINANCE MIS			
ENVIRONMENTAL REVIEW: This is not a project and, therefore, not subject to environmental review.  ORDINANCE: INTRODUCTION FINAL ADOPTION							
STAFF RECOMMENDATION: Ratify warrants totaling \$2,947,898.30							
BOARD / COMMISSION RECOMM	ENDATION:						
ATTACHMENTS: Warrant Register #36							



PAYEE	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
REGIONAL TRAINING CENTER	TRAINING TUITION SEARCH WARRANTS / PD	333223	3/6/18	95.00
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR MAINTENANCE / PW	333224	3/6/18	1,134.90
AARDVARK	DBAL A3 & SUREFIRE / PD	333225	3/6/18	18,271.50
ACE UNIFORMS & ACCESSORIES INC	POLICE OFFICER UNIFORMS	333226	3/6/18	678.67
ACEDO, I	RETIREE HEALTH BENEFIT / MARCH 2018	333227	3/6/18	160.00
ADMINSURE INC	WORKERS' COMPENSATION ADMINISTRATION	333228	3/6/18	7,169.16
ALDEMCO	FOOD / NUTRITION CENTER	333229	3/6/18	2,988.34
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	333230	3/6/18	822.73
ALL STATE POLICE EQUIPMENT	SPIKE STRIP SYSTEMS / PD	333231	3/6/18	5,131.92
ALL THE KINGS FLAGS	CITY WIDE FLAGS & ACCESSORIES / PW	333232	3/6/18	313.07
ALPHA PROJECT FOR THE HOMELESS	ALPHA HOMELESS OUTREACH PROG / JAN / NSD	333233	3/6/18	9,171.73
ANDERSON, E	RETIREE HEALTH BENEFIT / MARCH 2018	333234	3/6/18	110.00
AT&T	AT&T SBC PHONE SERVICE JANUARY 2018	333235	3/6/18	8,847.04
AT&T	AT&T SBC PHONE SERVICE FEBRUARY 2018	333236	3/6/18	327.66
BAVENCOFF JR, D	TRAINING AVD LODGE 2018 TRAINING SYP/ PD	333237	3/6/18	434.80
BEARD, P	RETIREE HEALTH BENEFIT / MARCH 2018	333238	3/6/18	70.00
BECK, L	RETIREE HEALTH BENEFIT / MARCH 2018	333239	3/6/18	140.00
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COST	333240	3/6/18	265.50
BISHOP, R	RETIREE HEALTH BENEFIT / MARCH 2018	333241	3/6/18	110.00
BOEGLER, G	RETIREE HEALTH BENEFIT / MARCH 2018	333242	3/6/18	260.00
BROADWAY AUTO ELECTRIC	ELECTRICAL PARTS FOR CITY VEHICLES / PW	333243	3/6/18	190.31
BULL, P	RETIREE HEALTH BENEFIT / MARCH 2018	333244	3/6/18	580.00
CALIFORNIA ELECTRIC SUPPLY	45698 ELECTRIC SUPPLIES PW	333245	3/6/18	311.98
CARRILLO, R	RETIREE HEALTH BENEFIT / MARCH 2018	333246	3/6/18	290.00
CDWG	NETWORK STACKING MODULE / MIS	333247	3/6/18	4,612.78
CHRISTENSEN & SPATH LLP	ATTORNEY SERVICES /VISTA DEL SOL/ HOUSING	333250	3/6/18	10,125.00
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST	333251	3/6/18	14.72
COLE, L	RETIREE HEALTH BENEFIT / MARCH 2018	333252	3/6/18	165.00
COLLINSON, C	RETIREE HEALTH BENEFIT / MARCH 2018	333253	3/6/18	420.00
CONDON, D	RETIREE HEALTH BENEFIT / MARCH 2018	333254	3/6/18	280.00
CORDERO, E	RETIREE HEALTH BENEFIT / MARCH 2018	333255	3/6/18	520.00
CORPUZ, T	RETIREE HEALTH BENEFIT / MARCH 2018	333256	3/6/18	140.00
COX COMMUNICATIONS	COX DATA SERVICES FOR MARCH 2018	333257	3/6/18	174.00
CPCA	TUITION 2018 TRAINING SYMPOSIUM / PD	333258	3/6/18	800.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	333259	3/6/18	5,352.83
DALEY & HEFT LLP	LIABILITY CLAIM COST	333260	3/6/18	5,224.26
DALEY & HEFT LLP	LIABILITY CLAIM COST	333261	3/6/18	3,166.99
DALEY & HEFT LLP	LIABILITY CLAIM COST	333262	3/6/18	2,025.70
DALEY & HEFT LLP	LIABILITY CLAIM COST	333263	3/6/18	2,009.00
DANESHFAR, Z	RETIREE HEALTH BENEFIT / MARCH 2018	333264	3/6/18	250.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2018	333265	3/6/18	1,186.12
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS / HR	333266	3/6/18	128.00
DEPT OF JUSTICE	FINGERPRINTING & DOJ RESULTS / PD	333267	3/6/18	665.00
DESROCHERS, P	RETIREE HEALTH BENEFIT / MARCH 2018	333268	3/6/18	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFIT / MARCH 2018	333269	3/6/18	70.00
DIAZ, M	RETIREE HEALTH BENEFIT / MARCH 2018	333270	3/6/18	680.00
DILLARD, S	RETIREE HEALTH BENEFIT / MARCH 2018	333271	3/6/18	480.00
DIVISION 8 INCORPORATED	WINDOW REPLACEMENT AND REPAIRS CITY	333272	3/6/18	5,985.00
D-MAX ENGINEERING	T&A#90219 MAR 040 1 1 444 1	333273	3/6/18	3,884.70
DREDGE, J	RETIREE HEALT 246 of 414 RCH 2018	333274	3/6/18	250.00
	<u> </u>			



<u>PAYEE</u>	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
DSS CORPORATION	DSS CALL RECORDER SUPPORT 4/10/18	333275	3/6/18	2,724.00
EISER III, G	LEGAL /PROFESSIONAL SERVICES	333276	3/6/18	3,630.00
EPLUS TECHNOLOGY INC	PROD VSPHERE 6 ENT PLUS 1 PROC 1 YR / MIS	333277	3/6/18	3,496.00
ERGOGENESIS LLC	ERGONOMIC CHAIR, MODEL #R3607 G3 / HR	333278	3/6/18	3,186.68
EXPERIAN	CREDIT CHECKS / SEC 8	333279	3/6/18	27.24
EXPRESS PIPE AND SUPPLY CO INC	CITY WIDE PLUMBING PARTS & MATERIALS / PW	333280	3/6/18	43.02
FABINSKI, D	RETIREE HEALTH BENEFIT / MARCH 2018	333281	3/6/18	220.00
FEDEX	TESTING MATERIALS FOR POLICE RECRUIT / HR	333282	3/6/18	64.54
FERGUSON ENTERPRISES INC	45723 PLUMBING MATERIAL PW	333283	3/6/18	526.54
FERNANDEZ, R	RETIREE HEALTH BENEFITS / MARCH 2018	333284	3/6/18	270.00
FIFIELD, K	RETIREE HEALTH BENEFIT / MARCH 2018	333285	3/6/18	540.00
GELSKEY, K	RETIREE HEALTH BENEFIT / MARCH 2018	333286	3/6/18	115.00
GIBBS JR, R	RETIREE HEALTH BENEFIT / MARCH 2018	333287	3/6/18	120.00
GISH, J	RETIREE HEALTH BENEFIT / MARCH 2018	333288	3/6/18	290.00
GONZALES, M	RETIREE HEALTH BENEFIT / MARCH 2018	333289	3/6/18	480.00
HANSON, E	RETIREE HEALTH BENEFIT / MARCH 2018	333290	3/6/18	135.00
HARLAN, M	RETIREE HEALTH BENEFIT / MARCH 2018	333291	3/6/18	500.00
HAUG, S	RETIREE HEALTH BENEFIT / MARCH 2018	333292	3/6/18	120.00
HERNANDEZ, R	RETIREE HEALTH BENEFIT / MARCH 2018	333293	3/6/18	400.00
HINDERLITER DE LLAMAS	AUDIT SERVICES TRANSACTIONS TAX QTR 3 20	333294	3/6/18	945.93
HODGES, B	RETIREE HEALTH BENEFIT / MARCH 2018	333295	3/6/18	200.00
HONDO, E	RETIREE HEALTH BENEFIT / MARCH 2018	333296	3/6/18	110.00
IBARRA, J	RETIREE HEALTH BENEFIT / MARCH 2018	333297	3/6/18	780.00
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	333298	3/6/18	8.00
JAMES, R	RETIREE HEALTH BENEFIT / MARCH 2018	333299	3/6/18	140.00
JUNIEL, R	RETIREE HEALTH BENEFIT / MARCH 2018	333300	3/6/18	50.00
KIMBLE, R	RETIREE HEALTH BENEFIT / MARCH 2018	333301	3/6/18	300.00
LAFRENIERE, D	EDUCATION REIMBURSEMENT	333302	3/6/18	362.00
LANDA, A	RETIREE HEALTH BENEFIT / MARCH 2018	333303	3/6/18	155.00
LASER SAVER INC	MOP # 45725 - S8 OFFICE SUPPLIES	333304	3/6/18	785.77
LIEBERT CASSIDY WHITMORE	REVIEW CITY POLICIES / HR	333305	3/6/18	3,914.00
LIMFUECO, M	RETIREE HEALTH BENEFIT / MARCH 2018	333306	3/6/18	160.00
LUTH AND TURLEY INC.	LIABILITY CLAIM COST	333307	3/6/18	480.71
LUTH AND TURLEY INC.	LIABILITY CLAIM COST	333308	3/6/18	480.71
MABPA	MABPA MEMBERSHIP DUES / CM RIOS	333309	3/6/18	250.00
MASON'S SAW	45729 LANDSCAPE SUPPLIES PW	333310	3/6/18	769.38
MATIENZO, M	RETIREE HEALTH BENEFIT / MARCH 2018	333311	3/6/18	100.00
MC CABE, T	RETIREE HEALTH BENEFIT / MARCH 2018	333312	3/6/18	280.00
MCDANIEL, P	RETIREE HEALTH BENEFIT / MARCH 2018	333313	3/6/18	290.00
MEDINA, R	RETIREE HEALTH BENEFIT / MARCH 2018	333314	3/6/18	105.00
MINER, D	RETIREE HEALTH BENEFIT / MARCH 2018	333315	3/6/18	580.00
NATIONAL CITY CHAMBER	NCCC MEMBERSHIP DUES / CM SOTELO-SOLIS	333316	3/6/18	100.00
NATIONAL SCHOOL DISTRICT	PALM PLAZA SALE PROCEEDS	333317	3/6/18	246,677.34
NATIONAL SCHOOL DISTRICT	MCKINLEY AVE PARCELS SALE PROCEEDS	333318	3/6/18	38,588.09
NEOGOV	NEOGOV ANNUAL LICENSING / MIS	333319	3/6/18	9,870.00
NOTEWARE, D	RETIREE HEALTH BENEFIT / MARCH 2018	333320	3/6/18	120.00
OLIVARES, G	RETIREE HEALTH BENEFIT / MARCH 2018	333321	3/6/18	280.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	333322	3/6/18	155.64
PARTS AUTHORITY METRO LLC	75943 AUTO SU	333323	3/6/18	111.61
PAUU JR, P	RETIREE HEALT 247 of 414 RCH 2018	333324	3/6/18	340.00
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<u>PAYEE</u>	DESCRIPTION	CHK NO	DATE	AMOUNT
PEASE JR, D	RETIREE HEALTH BENEFIT / MARCH 2018	333325	3/6/18	140.00
PETERS, S	RETIREE HEALTH BENEFIT / MARCH 2018	333326	3/6/18	290.00
POST, R	RETIREE HEALTH BENEFIT / MARCH 2018	333327	3/6/18	280.00
PRO BUILD	45707 BUILDING SUPPLIES PW	333328	3/6/18	1,318.75
PRO-EDGE KNIFE	KNIFE SHARPING SERVICE / NUTRITION	333329	3/6/18	46.00
PRUDENTIAL OVERALL SUPPLY	45742 LAUNDRY SERVICES / PW	333330	3/6/18	264.61
RAMIREZ, O	TUIT REIMB: COMMUNITY RELATIONS / PD	333331	3/6/18	274.55
RAY, S	RETIREE HEALTH BENEFIT / MARCH 2018	333332	3/6/18	190.00
RIVERSIDE SHERIFF'S DEPT	TRAINING TUITION DISPATCHER UPDATE / PD	333333	3/6/18	114.00
ROARK, L	RETIREE HEALTH BENEFIT / MARCH 2018	333334	3/6/18	135.00
ROBERSON, R	MILEAGE REIMBURSEMENT / ENG	333335	3/6/18	157.18
RUIZ, J	RETIREE HEALTH BENEFIT / MARCH 2018	333336	3/6/18	310.00
S D COUNTY OFFICE OF EDUCATION	PALM PLAZA SALE PROCEEDS	333337	3/6/18	18,110.47
S D COUNTY OFFICE OF EDUCATION	MCKINLEY AVE PARCELS SALE PROCEEDS	333338	3/6/18	2,833.05
S D COUNTY SHERIFF'S DEPT	RANGE FEE / PD	333339	3/6/18	400.00
S D COUNTY WATER AUTHORITY	PALM PLAZA SALE PROCEEDS	333340	3/6/18	3,375.30
S D COUNTY WATER AUTHORITY	MCKINLEY AVE PARCELS SALE PROCEEDS	333341	3/6/18	528.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	333342	3/6/18	1,286.31
SAN DIEGO PET SUPPLY	MOP / PD / K9 CARE	333343	3/6/18	584.41
SANCHEZ, L	RETIREE HEALTH BENEFIT / MARCH 2018	333344	3/6/18	330.00
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	333345	3/6/18	61.15
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	333346	3/6/18	546.82
SEECLICKFIX INC	PLUS ANNUAL LICENSE / MIS	333347	3/6/18	15,132.00
SERVATIUS, J	RETIREE HEALTH BENEFIT / MARCH 2018	333348	3/6/18	340.00
SHORT, C	RETIREE HEALTH BENEFIT / MARCH 2018	333349	3/6/18	300.00
SITEONE LANDSCAPE SUPPLY LLC	45720 LANDSCAPE SUPPLIES PW	333350	3/6/18	132.50
SMART & FINAL	MOP / PD / CHILDREN'S CALENDAR AWARDS	333351	3/6/18	218.59
SMART SOURCE OF CALIFORNIA LLC	MOP / PD FIELD P&E CONTROL FORMS	333352	3/6/18	522.45
SMITH, J	RETIREE HEALTH BENEFIT / MARCH 2018	333353	3/6/18	320.00
SOUTHERN CALIF TRUCK STOP	45758 DIESEL SUPPLIES PW	333354	3/6/18	17.25
SOUTHWESTERN COLLEGE	PALM PLAZA SALE PROCEEDS	333355	3/6/18	40,670.92
SOUTHWESTERN COLLEGE	MCKINLEY AVE PARCELS SALE PROCEEDS	333356	3/6/18	6,362.21
SOUTHWESTERN COMMUNITY COLLEGE	POLICE OFFICER TRY OUT DATES / PD	333357	3/6/18	342.00
SPARKLETTS	WATER SERVICES / DEC 2017	333358	3/6/18	24.00
STAPLES BUSINESS ADVANTAGE	MOP #45704 OFFICE SUPPLIES / CITY ATTORNEY	333359	3/6/18	970.14
STAPLES BUSINESS ADVANTAGE	MOP #45704 OFFICE SUPPLIES / CITY ATTORNEY	333360	3/6/18	10.88
STEWART, W	RETIREE HEALTH BENEFIT / MARCH 2018	333361	3/6/18	200.00
STRASEN, W	RETIREE HEALTH BENEFIT / MARCH 2018	333362	3/6/18	135.00
SUPERIOR READY MIX	COLD MIX ASPHALTS / PW	333363	3/6/18	112.06
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	333364	3/6/18	7,815.70
SWEETWATER HIGH SCHOOL DISTRICT	PALM PLAZA SALE PROCEEDS	333365	3/6/18	150,936.11
SWEETWATER HIGH SCHOOL DISTRICT	MCKINLEY AVE PARCELS SALE PROCEEDS	333366	3/6/18	23,611.15
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	333367	3/6/18	3,640.55
TAYLOR, J	REIMB: ASSISTING AGENCY / PD	333368	3/6/18	65.21
THE COUNSELING TEAM	JANUARY EMPLOYEE SUPPORT SERVICES	333369	3/6/18	800.00
THE PUN GROUP LLP	INDEPENDENT AUDITING SERVICES / FINANCE	333370	3/6/18	8,035.00
TIPTON, B	RETIREE HEALTH BENEFIT / MARCH 2018	333371	3/6/18	250.00
TURF STAR	GROUNDMASTER 4000-D T4 MOWER / PARKS	333372	3/6/18	68,728.17
U S BANK	MOP / PD DRON N/FRAMES/ HR	333373	3/6/18	677.30
ULINE	PROPERTY & EY 246 OF 414 ES / PD	333374	3/6/18	3,786.47



<u>PAYEE</u>	DESCRIPTION		CHK NO	DATE	<b>AMOUNT</b>
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE	ALERT SERVICES / PW	333375	3/6/18	257.50
VALLEY INDUSTRIAL SPECIALTIES	46453 PLUMBING SUPPLIES	SPW	333376	3/6/18	124.29
VERRY, L	RETIREE HEALTH BENEFIT	/ MARCH 2018	333377	3/6/18	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFIT	/ MARCH 2018	333378	3/6/18	480.00
VORTEX INDUSTRIES INC	CITY WIDE ON SITE SERVIO	CE & REPAIRS / PW	333379	3/6/18	340.00
WEST PAYMENT CENTER	WEST INVESTIGATIVE SER	VICE	333380	3/6/18	585.00
WETMORES	80333 AUTO SUPPLIES PW		333381	3/6/18	819.70
WHITE, J	RETIREE HEALTH BENEFIT	/ MARCH 2018	333382	3/6/18	230.00
WILLY'S ELECTRONIC SUPPLY	MOP / PD / MISC MIS CABLE	ES	333383	3/6/18	187.20
WILSON, R	EDUCATION REIMBURSEM	ENT	333384	3/6/18	362.00
				A/P Total	800,367.56
WIRED PAYMENTS					
CITY OF SAN DIEGO	METRO SEWERAGE SYSTE	M PMT FY18 3RD QTR	495204	2/28/18	1,230,416.00
CITY NATIONAL BANK	LEASE PAYMENT #32 ENER	RGY PROJECT	495219	2/28/18	43,101.10
SECTION 8 HAPS	Start Date	End Date			
	2/28/2018	3/6/2018			874,013.64
		GRAND TOTAL	_		\$2,947,898.30

#### **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Raberto	
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE O	COMMITTEE
RONALD J. MORRISO	N, MAYOR-CHAIRMAN
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	JERRY CANO, MEMBER
	LAIMS AND DEMANDS WERE APPROVED AND SSUE SAID WARRANTS IN PAYMENT THEREOF 2018.
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The following page(s) contain the backup material for Agenda Item: Warrant Register #37 for the period of 03/07/18 through 03/13/18 in the amount of \$1,787,481.46. (Finance)

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018 AGENDA ITEM NO.:

ITEM TITLE: Warrant Register #37 for the period (Finance)	iod of 03/07/18	8 through 03/	13/18 in the amount of \$1,787,481	.46.
PREPARED BY: Karla Apalategui, Accounting Assistant PHONE: 619-336-4572 EXPLANATION:			DEPARTMENT: Finance APPROVED BY:	
Per Government Section Code 37208, attached are the warrants issued for the period of 03/07/18 through 03/13/18.				
Consistent with Department of Fi Vendor	nance, listed to Check/Wire	Amount	Explanation	
Dick Miller Inc	333412	191,180.98	Citywide Alley Improv. Project	
Esgil Corporation	333415	105,087.33	Plan Checks / Building	
Project Professionals Corp	333446	110,124.63	Westside Mobility Impov.	
FINANCIAL STATEMENT:			ROVED: Mark Ralute	FINANCE
ACCOUNT NO.		APP	ROVED:	MIS
Warrant total \$1,787,481.46.				
ENVIRONMENTAL REVIEW: This is not a project and, therefore, not subject to environmental review.				
ORDINANCE: INTRODUCTION  FINAL ADOPTION				
STAFF RECOMMENDATION: Ratify warrants totaling \$1,787,481.46				
BOARD / COMMISSION RECOMMENDATION:				
ATTACHMENTS:				
Warrant Register #37				



## WARRANT REGISTER #37 3/13/2018

PAYEE	DESCRIPTION  METAL RETRACTABLE PARCE HOLDER OLD HIS	CHK NO	DATE	AMOUNT
4 IMPRINT INC	METAL RETRACTABLE BADGE HOLDER-SLIP - HR	333385	3/13/18	363.88
ABLE PATROL & GUARD	SECURITY GUARD SERVICE FOR FY2018 - LIBRARY	333386	3/13/18	2,945.20
ACME SAFETY & SUPPLY CORP	INDIVIDUAL 1/2" CLIP / PW	333387	3/13/18	499.17
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - MARCH	333388	3/13/18	809.08
ALPHA PROJECT FOR THE HOMELESS	ALPHA HOMELESS OUTREACH/ DECEMBER / NSD	333389	3/13/18	8,127.36
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	333390	3/13/18	60.00
AMAZON	BOOKS AS NEEDED FOR FY2018 - LIBRARY	333391	3/13/18	361.71
AMERICAN LIBRARY ASSOC	MEMBERSHIP RENEWAL / LIBRARY	333392	3/13/18	140.00
ANDREWS, J	TRAINING REIMBURSEMENT MARIJUANA DUI / PD	333393	3/13/18	200.08
ATKINS NORTH AMERICA INC	ALLEY DESIGN SERVICES	333394	3/13/18	1,615.00
BAKER & TAYLOR	BOOKS / LIBRARY	333395	3/13/18	1,541.97
BROADWAY AUTO GLASS	ADHESIVE NAGS / PW	333396	3/13/18	195.90
CALIFORNIA ASSOCIATION OF CODE	CACEO MEMBERSHIP / WATSON / NSD	333397	3/13/18	457.00
CALIFORNIA ELECTRIC SUPPLY CAPPO INC	PLUMBING SUPPLIES PW	333398	3/13/18	8,530.10
	2018 CAPPO MEMBERSHIP / LUNT	333399	3/13/18	130.00
CASAS, LAURA	TRANSLATION SVCS 02-20-18 - COUNCIL MEETING	333400	3/13/18	175.00
CHEN RYAN ASSOCIATES INC	SANDAG GRANTS	333401	3/13/18	6,477.50
CIRCULATE SAN DIEGO	ACTIVE TRANSPORTATION / PLANNING	333402	3/13/18	2,248.41
CLEMENTE, E	REIMB-NEIGHBORHOOD COUNCIL BREAKFAST	333403	3/13/18	50.13
CLF WAREHOUSE INC	80331 AUTO SUPPLIES PW	333404	3/13/18	421.08
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL SUPPLIES PURCHASES FOR POOL	333405	3/13/18	694.37
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	333406	3/13/18	9,234.00
COX COMMUNICATIONS	COX DATA SERVICES FOR MARCH	333407	3/13/18	403.79
CSA SAN DIEGO COUNTY	EXPENDITURE REIMBURSEMENT/HOUSING	333408	3/13/18	2,499.78
CURVATURE LLC	STANDARD AIRFLOW PORTS WITH ENH SCALE / MIS	333409	3/13/18	16,993.28
CYNTHIA TITGEN CONSULTING INC	RISK MANAGEMENT SERVICES	333410	3/13/18	1,575.00
DARTDRONES LLC	TRAINING TUITION DARTDRONE / PD	333411	3/13/18	1,160.00
DICK MILLER INC	CITYWIDE ALLEY IMPROV. PROJECT	333412	3/13/18	191,180.98
D-MAX ENGINEERING	STORM WATER SERVICES	333413	3/13/18	19,690.65
DPREP INC ESGIL CORPORATION	TRAINING TUITION HOST. NEG. / HERNANDEZ / PD PLAN CHECKS / BUILDING	333414	3/13/18 3/13/18	647.00 105,087.33
FLORES, A	REIMB ADV FIELD EVIDENCE TRAINING/FLORES	333415 333416	3/13/18	162.21
GAMWELL, M	EXPENDITURE REIMB / HOUSING	333417	3/13/18	324.16
GARCIA, A	TRAINING REIMB CHIA / GARCIA	333418		127.93
GOODYEAR TIRE & RUBBER COMPANY	TIRES FOR CITY FLEET FY 2018	333419	3/13/18 3/13/18	1,171.27
GRANICUS INC	GRANICUS ENCODING SOFTWARE / PD	333420	3/13/18	4,882.05
GRAPHIC LAB INC	NEIGHBORHOOD BREAKFAST MATERIALS/ CSD	333421	3/13/18	422.38
HAMMERHEAD	2 KENNELS FOR CANINES / PD	333422	3/13/18	2,900.00
HARRIS & ASSOCIATES INC	PARADISE VALLEY CREEK	333423	3/13/18	4,427.50
HARRIS & ASSOCIATES INC	MISC. SEWER ENG. SUPPORT	333424	3/13/18	1,082.90
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX JAN-MAR 2018	333425	3/13/18	2,814.24
HERNANDEZ, A	TRAINING ADV LODGE SUB CPCA TRAINING / PD	333426	3/13/18	1,087.00
HERNANDEZ, P	TRAINING ADV LODGE HOS NEG / PD	333427	3/13/18	706.72
IRON MOUNTAIN	RECORDS MANAGEMENT & DOCUMENT STORAGE	333428	3/13/18	184.50
KALANKIEWICZ, C	TRAINING REIMB ICI GANG FOUND / PD	333429	3/13/18	266.95
KELLETT, D	TRAINING ADV LODGE TRAFFIC COLL INV / PD	333430	3/13/18	703.44
KEYSER MARSTON ASSOCIATES INC	LEGAL: PROFESSIONAL SERVICES/ HOUSING	333431	3/13/18	4,907.17
LEHR AUTO ELECTRIC	GRAPHIC PACKAGES PATROL DOOR / PW	333432	3/13/18	1,077.75
LOPEZ, TERESA YOLANDA	TRANSLATION COUNCIL MEETING	333433	3/13/18	160.00
MACIAS, J	TRAINING ADV 253 of 414 SUICIDE / PD	333434	3/13/18	107.54
IVINOINO, U	SOIOIDE / PD	300404	J/ 1J/ 10	107.54



## WARRANT REGISTER #37 3/13/2018

PAYEE		DESCRIPTION		CHK NO	DATE	<u>AMOUNT</u>
MACIAS, M		TRAINING ADV LODGE I	CAC / PD	333435	3/13/18	701.18
MACIAS, M		TRAINING REIMB CHIA /		333436	3/13/18	136.74
MES CALIFORNIA		FIRE HOSE / FIRE		333437	3/13/18	6,138.91
MIDWEST TAPE			ALS FOR FY2018 - LIBRARY	333438	3/13/18	1,331.23
NATIONAL NOTARY ASS	OCIATION	NOTARY MEMBERSHIP	/ HOUSING	333439	3/13/18	199.00
NERI LANDSCAPE ARCH		W. 21ST & HARDING SID	DEWALK	333440	3/13/18	2,225.00
NV5 INC		PARADISE CREEK PARK	(	333441	3/13/18	39,618.99
ORKIN		PEST AND RODENT COI	NTROL SERVICES FOR FY	333442	3/13/18	882.00
PACIFIC TELEMANAGEM	MENT SERVICE	PACIFIC TELECOMMUNI	ICATIONS SERVICES - MA	333443	3/13/18	85.80
PORTILLO CONCRETE IN	NC	SEWER LINE REPLC. UF	PSIZING	333444	3/13/18	49,276.51
PRO BUILD		45707 GENERAL SUPPL	IES PW	333445	3/13/18	1,342.27
PROJECT PROFESSION	ALS CORP	WESTSIDE MOBILITY IM	POV.	333446	3/13/18	110,124.63
PRUDENTIAL OVERALL	SUPPLY	MOP# 45742. LAUNDRY	SVC / NSD	333447	3/13/18	817.72
RANDALL LAMB ASSOCI	ATES INC	EMC COMMISSIONING		333448	3/13/18	12,691.25
RELY ENVIRONMENTAL		HAZARDOUS WASTE PI	CKUP / ENG	333449	3/13/18	5,602.43
RIVERSIDE SHERIFF'S D	EPT	TRAINING TUITION TIDE	OF SUICIDE / PD	333450	3/13/18	36.00
SAFEWAY SIGN COMPA	NY	SIGN BLANKS / PW		333451	3/13/18	481.87
SAN DIEGO COUNTY AS	SESSOR	COUNTY RECORDS / NS	SD	333452	3/13/18	4.00
SAN DIEGO HOUSING FE	EDERATION	FAIR HOUSING CONFER	RENCE/ HOUSING	333453	3/13/18	40.00
SAN DIEGO UNION TRIB	UNE	LEGAL NOTICES ADVER	RTISING	333454	3/13/18	2,265.76
SCLLN		2018 MEMBERSHIP DUE	S FOR SCLLN - LIBRARY	333455	3/13/18	150.00
SCST INC		PEDEST. MIDBLOCK CR	OSSING PROJECT	333456	3/13/18	8,893.25
SDG&E		FACILITIES DIVISION GA	AS & ELECTRIC UTILITIES	333457	3/13/18	24,670.39
SIRSIDYNIX 774271		HORIZON CLOUD MAINT	ΓΕΝΑΝCE / LIBRARY	333458	3/13/18	20,030.82
SITEONE LANDSCAPE S	UPPLY LLC	69277 LANDSCAPE SUP	PLIES PW	333459	3/13/18	566.69
SMART & FINAL		MOP# 45756 LITERACY	SUPPLIES - LITERACY	333460	3/13/18	111.41
SOSA, P		COURSE MILES REIMBL	JRSEMENT/NSD	333461	3/13/18	46.21
SPRINGER		TRAINING ADV LODG SU	JB CRITICAL INCIDENT / PD	333462	3/13/18	403.92
STAPLES BUSINESS AD	VANTAGE	MOP 45704 - OFFICE SU	PPLIES - LIBRARY	333463	3/13/18	459.82
SUPERIOR READY MIX		DECOMPOSED GRANITI	E / PW	333464	3/13/18	252.72
SWEETWATER AUTHOR	ITY	FACILITIES DIVISION WA	ATER UTILITIES	333465	3/13/18	19,496.40
TSC GROUP INC		LEASE, STATION @33 /	FIRE	333466	3/13/18	2,302.78
UNITED ROTARY BRUSH	l CORP	STREET SWEEPER REP	AIRS / PW	333467	3/13/18	265.43
VALLEY INDUSTRIAL SP	ECIALTIES	46453 PLUMBING SUPPI	LIES PW	333468	3/13/18	268.27
VERIZON WIRELESS		VERIZON CELLULAR SE	RVICE / FEBRUARY 2018	333469	3/13/18	10,698.72
VISION INTERNET PROV	IDERS	VISION LIVE ANNUAL SU	JBSCRIPTION	333470	3/13/18	15,435.00
VISTA PAINT		MOP# 68834. PAINT SUF	PPLIES / NSD	333471	3/13/18	866.57
VULCAN MATERIALS CO	MPANY	#16020, 3/4 INCH CL 2 B	ASE / PW	333472	3/13/18	425.81
WALTERS, W		REIMBURSEMENT FIELD	TRAINING PR / PD	333473	3/13/18	58.60
Z A P MANUFACTURING	INC	TRAFFIC SIGNS PW		333474	3/13/18	490.65
					A/P Total	751,925.21
SECTION 8 HAPS		Start Date	End Date			
		3/7/2018	3/13/2018			8,171.93
PAYROLL						
Pay period	Start Date	End Date	Check Date			

GRAND TOTAL \$1,787,481.46

1,027,384.32

3/21/2018

3/12/2018

6

2/27/2018

#### **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Raberto	
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE C	COMMITTEE
RONALD J. MORRISO	N, MAYOR-CHAIRMAN
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	JERRY CANO, MEMBER
	LAIMS AND DEMANDS WERE APPROVED AND SSUE SAID WARRANTS IN PAYMENT THEREOF 2018.
AYES	
NAYS	
ARSENT	

The following page(s) contain the backup material for Agenda Item: Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Chapter 10.43 of the National City Municipal Code concerning alcohol and illegal drug offenses by minors and juveniles. (City Attorney)

## CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018 AGENDA ITEM NO. ITEM TITLE: Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Chapter 10.43 of the National City Municipal Code concerning alcohol and illegal drug offenses by minors and juveniles. PREPARED BY: Nicole Pedone, Sr. Asst. City Attorney

DEPARTMENT: City Attorney APPROVED BY: 336-4221 PHONE: **EXPLANATION:** Please see attached staff report. FINANCIAL STATEMENT: APPROVED: Finance ACCOUNT NO. APPROVED: N/A **ENVIRONMENTAL REVIEW:** This activity is not a project as defined in Section 15378 of the California Code of Regulations; therefore, no further action is required under the California Environmental Quality Act. ORDINANCE: INTRODUCTION: FINAL ADOPTION: X STAFF RECOMMENDATION: Adopt an ordinance amending Chapter 10.43 of the National City Municipal Code concerning alcohol and illegal drug offenses by minors and juveniles to strengthen the current Municipal Code by including marijuana as an illegal substance, adding clearer definitions, adding a knowledge element to the language of the City's Social Host Ordinance, and setting forth the remedies available to the City for violations of the ordinance. BOARD / COMMISSION RECOMMENDATION: N/A ATTACHMENTS: Staff Report

Proposed Ordinance



#### City Council Staff Report

April 3, 2018

#### **ITEM**

An Ordinance of the City Council of the City of National City amending Chapter 10.43 of the National City Municipal Code concerning alcohol & illegal drug offenses by minors and juveniles.

#### STAFF RECOMMENDATION

Adopt an Ordinance of the City Council of the City of National City amending Chapter 10.43 of the National City Municipal Code concerning alcohol & illegal drug offenses by minors and juveniles to strengthen the Ordinance including adding marijuana as an illegal substance, adding clearer definitions, adding a knowledge element to the language of the City's Social Host Ordinance and setting forth the remedies available to the City for violations of the Ordinance.

#### BACKGROUND

In November 2003, the City of National City approved Ordinance No. 2003-2235 (the "Social Host Ordinance") adding Chapter 10.43 to the National City Municipal Code, relating to alcohol and illegal drug offenses by minors and juveniles and reimbursement from responsible persons for the cost of enforcement services. The purpose of the Social Host Ordinance was threefold: (1) to protect public health, safety, and welfare; (2) to enforce laws prohibiting consumption of alcohol by minors; and (3) to reduce the costs of providing law enforcement services to parties by shifting the financial burden to irresponsible hosts instead. The Social Host Ordinance was intended to remedy and deter problems associated with underage drinking parties, including alcohol abuse, vandalism, excessive noise, traffic accidents, and physical altercations and injuries. The Social Host Ordinance makes it unlawful for a minor, a person under the age of twenty-one, to consume alcohol at any public place, place open to the public, or place not open to the public unless supervised by the minor's parent or guardian. Further, the Social Host Ordinance makes it unlawful for a person to allow or host a party at his or her home, or other premises under his or her control, where three or more minors are present and a minor consumes alcohol.

On September 7, 2004, the San Diego Superior Court's Appellate Division held, in an unpublished opinion, that the section of the San Diego City Social Host Ordinance that held a party host criminally liable violated a person's right to due process because the court believed a person could not be convicted of the offense if the host were unaware or would not reasonably know that a party was taking place or minors were consuming alcohol. There was a lack of

"mens rea in the ordinance" or an intent element. Following the court's ruling, the City of San Diego amended its social host ordinance to add a "mens rea" or intent element. The current language in the National City's Social Host Ordinance is similar to the former City of San Diego ordinance that was ruled "constitutionally impermissible" because it currently does not have a "mens rea" or an intent element. While the unpublished decision may not be citable as legal precedent, it is an indication of how a trial or appellate court might analyze our current Social Host Ordinance.

In addition, Proposition 64 made it legal for persons 21 years of age or older to: (1) smoke or ingest marijuana or marijuana products; (2) possess, process, transport, purchase, obtain, or give away to persons 21 years of age or older, without any compensation, 28.5 grams of marijuana, or 8 grams of concentrated marijuana, including as contained in marijuana products; and (3) possess, plant, cultivate, harvest, dry or process up to six living marijuana plants for personal use within the person's private residence. (Health & Safety Code §11362.2(a)) The new law requires that marijuana in excess of 28.5 grams that is produced by plants kept pursuant to the personal cultivation provision of the law be kept in a locked space on the grounds of a private residence that is not visible from a public place. (Health & Safety Code §11362.2(a)) Due to the legalization of recreational marijuana, which includes the right to grow up to six living marijuana plants within the person's private residence, amending the City's Social Host Ordinance to include marijuana is essential to protect the health and safety of not only minors but also that of the community of large.

#### ANALYSIS AND PROPOSED ORDINANCE

Consumption of alcoholic beverages, marijuana, and other illegal substances by minors in public and private locations presents a myriad of problems for minors, the community, and law enforcement. In addition, some adults condone the use of alcohol, marijuana, and other illegal substances and supply these substances to minors at parties in their homes. Now there is an additional threat with marijuana being allowed to be grown in a private residence. An effective Social Host Ordinance gives law enforcement an important tool to deter the use of these substances and underage drinking parties. The Ordinance also provides consequences for those who choose to ignore underage drinking and marijuana laws and encourages behavior that exposes our community to unnecessary health and safety risks.

The proposed ordinance amends the Social Host Ordinance as follows:

- 1. Clearer definitions under section 10.43.010 expanding the list of those who could be held responsible for a violation to more than just a home owner; defining a "party, gathering or event" to mean a gathering of two or more persons; defining "residence or premises"; adding the definition of marijuana; and adding the definition of "social host".
- 2. Adding marijuana to the list of substances prohibited by minors in public places, places open to the public or places not open to the public.
- 3. Adding a knowledge element by providing that it is unlawful for any person to host a party where that person knows, or reasonably should have known, that a minor has consumed an alcoholic beverage, marijuana, or any other illegal substance.

- 4. Imposing duties on the "host" to take all reasonable steps to prevent the consumption of alcohol, marijuana, or other controlled substances by any minor at the gathering which includes: (a) controlling access to the substances; (b) controlling the quantity at the gathering; (c) checking the ages of the guests; and (d) supervising the minors at the gathering.
- 5. Adding a prima facie evidence standard if a person having control of the residence or premises is present at the time of the gathering, it shall be presumed that such person had the requisite knowledge or should have had the requisite knowledge;
- 6. Adding a constructive knowledge element that imputes a person with knowledge that a minor consumed the substance since such knowledge is obtainable by the exercise of reasonable care.
- 7. Amending section 10.43.040 to include a broader description of enforcement services. Enforcement of this Ordinance may involve police, fire, or code enforcement.
- 8. Expanding enforcement of the Ordinance to include criminal actions, civil penalties, nuisance abatement, civil actions including injunctive relief, and administrative actions.
- 9. Declaring a violation of Chapter 10.43 to be a public nuisance that may be enjoined civilly or administratively.

The proposed amendments, while making enforcement of the Social Host Ordinance more fact specific, will provide greater constitutional safeguards in its application to the citizens of National City.

#### FISCAL IMPACT

None

#### RECOMMENDATION

Adopt an Ordinance of the City Council of the City of National City amending Chapter 10.43 of the National City Municipal Code concerning alcohol & illegal drug offenses by minors and juveniles to strengthen the ordinance including adding marijuana as an illegal substance, adding clearer definitions, adding a knowledge element to the language of the City's Social Host Ordinance and setting forth the remedies available to the City for violations of the Ordinance.

#### ORDINANCE NO. 2018 – 2447

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING CHAPTER 10.43 OF THE NATIONAL CITY MUNICIPAL CODE PERTAINING TO ALCOHOL AND ILLEGAL DRUG OFFENSES BY MINORS AND JUVENILES

WHEREAS, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety and general welfare of its residents; and

WHEREAS, the City Council of the City of National City (the "City Council") finds that loud and unruly gatherings on private property where alcohol, marijuana, and/or other controlled substances are served to or consumed by minors are not only unlawful and harmful to the minors, but often pose a threat to public health, safety, quiet enjoyment of residential property and general welfare; and

WHEREAS, minors often obtain alcohol, marijuana, and other controlled substances at gatherings held on private property that are under the control of a person who knows or should know of the underage consumption or service; and

WHEREAS, National City is committed to the success and positive future of its community youth and supports efforts to decrease and prevent youth use of and exposure to non-medical marijuana and other drugs; and

WHEREAS, control of large parties, gatherings or events on private property is necessary when such activity is determined to be a detriment to the peace, health, safety, or general welfare of the public; and

WHEREAS, the City Council finds and determines that there is a need to amend Chapter 10.43 of the National City Municipal Code to include marijuana as described below in an effort to strengthen the existing provisions of the City's "Social Host Ordinance" ("Ordinance"); and

WHEREAS, the City Council finds and determines that section 10.43.010 should be amended to add clearer definitions, Section 10.43.030 should be amended to add the requisite intent of the Ordinance to conform with state and federal law and Section 10.43.070 should be amended to set forth the remedies available to the City for violations of the Ordinance; and

WHEREAS, the City Council finds and declares that the purpose of amending this Ordinance is to protect public health, safety, and general welfare; and to enforce laws prohibiting the consumption of alcohol, marijuana, and/or controlled substances by minors.

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1. Title 10, Division V, Chapter 10.43 of the Municipal Code is amended to read as follows:

#### **CHAPTER 10.43**

ALCOHOL, MARIJUANA, AND OTHER CONTROLLED SUBSTANCES OFFENSES BY MINORS AND JUVENILES, AND REIMBURSEMENT FROM RESPONSIBLE PERSONS FOR THE COST OF ENFORCEMENT SERVICES

#### Sections:

10.43.010	Definitions
10.43.020	Consumption of alcoholic beverages, marijuana, or other controlled substances by minors prohibited in public places, places open to public, or places not open to public.
10.43.030	Hosting, allowing a gathering where minors consuming alcoholic beverages, marijuana or other controlled substances prohibited.
10.43.040	Enforcement services at a party, gathering, or event on private property
10.43.050	Reimbursement for cost of law enforcement services
10.43.060	Reservation of legal options
10.43.070	Violations.

#### 10.43.010 Definitions.

- A. For purposes of this Chapter, "marijuana" shall have the same meaning as the definition of that word in Section 11018 of the California Health and Safety Code.
- B. "Alcohol" means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.
- C. "Alcoholic beverage" is as defined by Business and Professions Code section 23004.
- D. "Controlled substances or illegal drugs" shall include all narcotics, drugs, or substances, whose possession and use are regulated under the Controlled Substances Act. Such term does not include any drug or substance for which the individual found to have consumed such substance has a valid prescription issued by a licensed medial practitioner authorized to issue such a prescription.
- E. "Enforcement services" includes the salaries and benefits of law enforcement, fire, code enforcement personnel, or other emergency response providers for the amount of time actually spent in responding to, or in remaining at, or otherwise dealing with the party, gathering, or event and the administrative costs attributable to the incident; the actual cost of any medical treatment to injured law enforcement, fire, code enforcement personnel, or other emergency response personnel; and the cost of repairing any damaged City equipment or property; and the cost arising from the use of any damaged equipment in responding to, remaining at, or leaving the party, gathering, or event.
  - F. "Juvenile" means any person under eighteen (18) years of age.
- G. "Guardian" means (1) a person who, under court order, is the guardian of the person of a minor; or (2) a public or private agency with whom a minor has been placed by the court.
  - H. "Minor" means any person under twenty-one (21) years of age.

- I. "Parent" means a person who is a natural parent, adoptive parent, or step-parent of another person.
- J. "Party, gathering, or event" means a party or gathering of two or more persons at or on a residence or other private property or premises, who have assembled or are assembling for a party, social occasion or social activity.
- K. "Residence or premises" means a hotel or motel room, home, yard, apartment, condominium, or other dwelling unit, or a hall or meeting room, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or for a party or other social function, whether private property or public place, and whether owned, leased, rented, or used with or without compensation.
- L. "Responsible person" includes, but is not limited to: (1) The person(s) who owns, rents, leases, or otherwise has control of the premises where the party, gathering or event takes place; (2) the person(s) in charge of the premises including the landlord of another person responsible for the gathering; or (3) any persons(s) who host, organize, supervise, permit, officiate, conduct or control the gathering or any other persons accepting responsibility for such a gathering. If a person responsible for the event is a juvenile, then the parents or guardians of that juvenile and the juvenile will be jointly and severally liable for the costs incurred for enforcement services pursuant to this Chapter. To incur liability for enforcement services imposed by this Chapter, the responsible person for the gathering need not be present at such gathering resulting in the response giving rise to the imposition of enforcement services. This Chapter therefore imposes vicarious as well as direct liability upon a responsible person.
- M. A "social host" is an adult who permits a party, gathering, or event where one or more minors consume one or more alcoholic beverages, marijuana or other controlled substances on property owned or controlled by an adult.
- 10.43.020 Consumption of alcoholic beverages, marijuana, or other controlled substances by minors prohibited in public places, places open to public, or places not open to public. Except as permitted by state law, no minor shall:
- A. Consume at any public place or any places open to the public any alcoholic beverage, marijuana or other controlled substance; or
- B. Consume at any place not open to the public any alcoholic beverage, marijuana, or other controlled substance, unless in connection with the consumption of the alcoholic beverage that minor is being supervised by his or her parent or legal guardian.

### <u>10.43.030</u> Hosting, allowing a gathering where minors consuming alcoholic beverages, marijuana and other controlled substances prohibited.

- A. Except as permitted by Article 1, Section 4, of the California Constitution, it is unlawful for any person having control of any premises who knows or should reasonably know that he or she has hosted, permitted, or allowed a gathering to take place at said premises, where at least one minor consumes an alcoholic beverage, marijuana or other controlled substance wherever the person having control of the premises either knows a minor has consumed an alcoholic beverage, marijuana or other controlled substance or reasonably should have known that a minor consumed an alcoholic beverage, marijuana or other controlled substance by a minor.
- B. It is the duty of any person having control of any premises, who knows or should know that he or she has hosted, permitted, or allowed a gathering at said premises to take all reasonable steps to prevent the consumption of alcoholic beverages, marijuana, or other controlled substances by any minor at the gathering. Reasonable steps include, but are not limited to:
- (1) controlling access to alcoholic beverages, marijuana, or other controlled substances at the gathering;

- (2) controlling the quantity of alcoholic beverages, marijuana or other controlled substances present at the gathering;
- (3) verifying the age of the persons attending the gathering by inspecting drivers licenses or other government-issued identification cards to ensure that minors do not consume alcoholic beverages, marijuana or other controlled substances while at the gathering; and
  - (4) supervising the activities of minors at the gathering.
- C. Whenever a person having control of a residence or premises is present at the residence or premises at the time that a minor possesses or consumes any alcoholic beverage or controlled substance thereon, it shall be prima facie evidence that such person had the knowledge or should have had the knowledge specified in this section.
- D. A person who hosts, permits, or allows a gathering shall be deemed to have actual or constructive knowledge that a minor has consumed or possessed alcoholic beverages, marijuana, or controlled substances if the person has not taken all reasonable steps to prevent the consumption or possession of alcoholic beverages, marijuana or controlled substances by a minor or as set forth in this section.
- E. This section shall not apply to conduct involving the administration of alcohol to or use of an alcoholic beverage by a minor child which occurs exclusively under the supervision of his or her parent or legal guardian, or to the consumption of an alcoholic beverage at any place regulated by the California Department of Alcoholic Beverage Control.
- Mhen any party, gathering or event occurs on private property as described in Section 10.43.030 and a police officer, fire or code enforcement personnel, or other emergency response providers at the scene determines that there is a threat or detriment to the public peace, health, safety or general welfare, the person(s) responsible for the party, gathering or event shall be liable for the actual cost of enforcement services provided during a response by the police, fire, code enforcement personnel, or other emergency response providers.
- 10.43.050 Reimbursement for cost of law enforcement services. The actual cost of the enforcement services described in Section 10.43.040 shall be deemed a debt owed to the City by the person responsible for the event and, if that person is a juvenile, their parents or guardians. Any person owing such debt after demand has been refused shall be liable in an action brought in the name of the City for recovery of the same.
- 10.43.060 Reservation of legal options. The City of National City reserves its right to seek reimbursement for actual costs of enforcement services through other legal remedies or procedures. The procedure provided for in this Chapter is in addition to any other statute, ordinance, or law, civil or criminal. This Chapter in no way limits the statutory authority of peace officers or private citizens to make arrests for any criminal offense arising out of conduct regulated by this Article.

#### 10.43.07 Violations.

A. General Penalty. All means of enforcement authorized under this code may be used to address violations of this Chapter, including, but not limited to: criminal actions, civil penalties, nuisance abatement, civil actions including injunctive relief, and administrative citations. Violations of this Chapter may be charged as a misdemeanor in accordance with National City Municipal Code Chapter 1.20 and shall be punishable to the fullest extent of the law including a one thousand dollar fine and/or six months of jail.

- B. Public Nuisance. A violation of this Chapter is hereby declared to be a public nuisance and may be enjoined civilly or administratively. In addition, it is unlawful and a misdemeanor to maintain a public nuisance.
- Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 3. This ordinance shall take effect and be in force on the thirtieth (30<sup>th</sup>) day from and after its final passage.

PASSED and ADOPTED this 17th day of April, 2018.

	Ron Morrison, Mayor
ATTEST:	
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Public Hearing to consider whether to adopt a Resolution of the City Council of the City of National City approving or denying a Conditional Use Permit and Coastal Development Permit for a gas station and convenience store with beer and wine sales to be 1

### CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: |April 17, 2018 | AGENDA ITEM NO.

#### **ITEM TITLE:**

Public Hearing and Resolution of the City Council of the City of National City approving or denying a Conditional Use Permit and Coastal Development Permit for a gas station and convenience store with beer and wine sales to be located at 724 Civic Center Drive in the Coastal Zone. (Applicant: Stosh Podeswik) (Case File 2017-03 CUP, CDP)

PREPARED BY: Martin Reeder, AICP

JK

DEPARTMENT: Planning

APPROVED BY:

## Planning

#### **EXPLANATION:**

PHONE: |336-4313 |

The project applicant has applied for a Conditional Use Permit (CUP) and Coastal Development Permit (CDP) to construct a gas station and convenience store. The convenience store proposes to sell beer and wine for off-site consumption as well as other grocery items typically sold in convenience stores.

The Planning Commission conducted a public hearing on March 5, 2018 on the project. The Commissioners asked questions regarding facility design, conditions of approval, and the future Bayshore Bikeway in this location. The Commission voted to recommend approval of the proposal, with modified alcohol sales hours of 8 a.m. to 12 midnight daily, based on attached findings and Conditions of Approval.

City Council considered a Notice of Decision of the Planning Commission's approval of the CUP at their meeting of March 20, 2018, and after hearing public comment, voted to set the item for public hearing.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:	APPROVED:	Finance
ACCOUNT NO.	APPROVED:	MIS
ENVIRONMENTAL REVIEW: Categorical Exemption – Class 32, Section 15332 (In-Fill Development Projects)		
ORDINANCE: INTRODUCTION:   FINAL ADOPTION:		
STAFF RECOMMENDATION:		

Staff recommends approval of the Conditional Use Permit and Coastal Development Permit.

#### **BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the Conditional Use Permit and Coastal Development Permit.

Ayes: DelaPaz, Flores, Garcia, Sendt, Quintero, Yamane Absent: Baca

#### **ATTACHMENTS:**

- 1. Overhead
- 2. Background Report
- 3. Recommended Findings & Conditions
- 4. Reduced Plans
- 5. Community Meeting info and Public Comment
- 6. Police Dept. comments and maps
- 7. CEQA Notice of Exemption
- 8. Planning Commission Resolution 2018-03 (a)
- 9. Public Hearing Notice
- 10. Resolutions

#### 2017-03 CUP, CDP - 724 Civic Center Drive - Overhead



#### **Attachment 1**

268 of 414

#### BACKGROUND REPORT

#### Staff Recommendation

Staff recommends approval of the Conditional Use Permit (CUP) and Coastal Development Permit (CDP) for the gas station and convenience store. Staff recommends hours of alcohol sales that are consistent with recent similar approvals. The property has languished and remained vacant for several years. Redevelopment of the property would be a benefit to the surrounding area.

#### **Executive Summary**

The project applicant has applied for a CUP and CDP to construct a gas station and convenience store. The project site is an existing 25,466 square-foot gas station property, most recently operated as a metal recycling center, located at 724 Civic Center Drive. The new gas station would have eight fueling stations. The convenience store proposes to sell beer and wine for off-site consumption as well as other grocery items typically sold in convenience stores.

#### **History**

This project was originally scheduled for a hearing at the Planning Commission meeting of October 16, 2017. After the posting of the public notice for the item, the applicant requested changes to the application that required additional analysis. In addition, the required community meeting was yet to be held. Staff recommended at that time that the item be continued in order to process the additional information and for the community meeting to occur. The Planning Commission continued the item to a future meeting.

#### **Site Characteristics**

The project site is at the southwest corner of Civic Center Drive and Harbor Drive in the Coastal Zone. The property is generally an island surrounded by roadways. It is at the junction of Harbor Drive and the southbound Interstate 5 on-ramp. The last use of the property was A-1 Alloys Recycling Center. The business is now closed.

The lot is shown on the current zoning map as being in the Medium Industrial (IM) zone, and also within the Coastal Zone (CZ). The most recent Land Use Code Update is not active in the Coastal Zone. This is due to the fact that the necessary changes in the City's Local Coastal Plan have not been completed. Therefore, the City's previous zoning would generally apply. In this case the zone would have been MM-CZ (Medium Manufacturing – Coastal Zone) – essentially the same zone.

#### **Attachment 2**

#### Proposed Use

The applicant is proposing to demolish the existing building and construct a new gas station and a 2,400 square-foot convenience store, including 22 doors of refrigerated product. The site plan for the 25,466 square-foot property shows fifteen parking spaces and four double-sided fuel pumps. The proposal includes the sale of beer and wine, as well other grocery items, which will be displayed in seven of the 22 coolers. The applicant is requesting alcohol sales between the hours of 6:00 a.m. and 2:00 a.m., the maximum permitted by the State.

#### **Analysis**

#### General Plan

The project proposal is located in the Medium Manufacturing (MM) zone, which is designated within the larger industrial district west of Interstate 5. The MM zone establishes intermediate industrial uses in areas in which production and processing activities involve some degree of noise, vibration, air pollution, radiation, glare phenomena, and fire and explosive hazards. The proposed gas station and convenience store are consistent with this definition (provided by the previous General Plan).

#### Land Use Code (LUC)

Under the applicable LUC section, both the gas station and sale of nonautomotive products in excess of 216 cubic feet require issuance of a CUP. In addition, the sale of alcohol also requires a CUP.

Chapter 18.98 (Service Stations) includes design guidelines and site development standards for new gas stations. These standards include minimum lot size (15,000 square feet), minimum landscape amount (5% of the lot), and building design and materials, which are discussed below. The proposal is consistent with all requirements of Chapter 18.98.

#### **Architecture**

The proposed architectural style of the convenience store building is modern in nature and features smooth stucco with expansion joints and decorative coving along the roofline. Colors shown on plans are generally light in nature (e.g. white, off white, cream). There is no established architectural style in the surrounding neighborhood; nearby buildings are generally metal industrial buildings in varying stages of maintenance. In addition, the lot is separated from all other properties by the surrounding roadways.

In addition to the convenience store building, an awning is proposed that would cover the eight gas pumps. The awning would be approximately the same size as the convenience store building, albeit square rather than rectangular. The colors would be the same as the store.

#### Coastal Zone

The project area is not within an area of retained Coastal Commission permit jurisdiction or in an area of appeal jurisdiction. The project site is generally in an area that is exempt from Coastal Permit requirements (area zoned medium manufacturing north of 24<sup>th</sup> Street). However, the requirement for a discretionary permit (CUP) triggers the need for a CDP. As part of this discretionary review, the Planning Commission must find that granting of a CDP is consistent with and implements the Certified Local Coastal Program. The project is compliant with this finding in that it involves a service use, which is conditionally allowed in the MM-CZ zone, and will not prohibit coastal access or obstruct views.

#### Traffic and circulation

According to traffic generation rates published by SANDAG (San Diego Association of Governments) a gas station with eight fuel pumps would generate approximately 1,280 average daily trips (ADT). The property is at the junction of Harbor Drive, an arterial street; Civic Center Drive, a collector street; and Interstate 5, a freeway. Based on the City's General Plan, Civic Center Drive east of the project (Harbor Drive to Wilson Avenue) is currently operating below capacity and at a Level of Service of C (A being the highest).

The applicant provided a Traffic Impact Analysis (TIA), which found that there would be no calculated traffic impacts; therefore, mitigation measures are not required. The total new and diverted trips would equate to 922 ADT, less than the estimated 1,280 ADT quoted by SANDAG. This is due to 358 trips being pass by trips (those already driving past the site).

#### Parking

There is no specific parking requirement for a gas station in the LUC. However, a convenience store would need a ratio of one parking space for every 250 square feet of floor area. A store that is 2,400 square feet in size requires 10 parking spaces, which are provided. The site plan shows 15 parking spaces, most of which do not meet the minimum dimension of nine feet wide by 18 feet deep. A condition has been included to ensure that all provided parking spaces meet the minimum dimensions specified in the LUC. This would likely reduce the total number to less than 15. However, there is enough room for the minimum of ten spaces.

#### Bicycle Access

The site is adjacent to a probable future portion of the Bayshore Bikeway, which is intended to connect southbound Harbor Drive to McKinley Avenue south of the project site. The bike path segment would pass along the eastern property line of the site and under the southbound off-ramp from Interstate 5 to Civic Center Drive. The bikeway will be predominantly within the Caltrans right-of-way adjacent to the property. However, it is likely that the path will cross through the northwest portion of the property. In that case this area will be needed for construction of the bike path and would ultimately be reserved through easement. The easement area would potentially conflict with some of the proposed parking spaces. Because the site plan provides more than the required number of spaces, the loss due to the bike path will not be an issue. The spaces would ultimately need to be removed or relocated once the bike path is constructed. The developer is aware of the potential path and has agreed to provide room for it.

While the exact alignment of the bikeway is not known at this time, it would be prudent to assume that the two uses will be in close proximity. In order to compliment the bikeway, staff suggests that the gas station property include a future bicycle amenity to accommodate passing cyclists, such as bicycle parking. The LUC requires a minimum of one bicycle space per 20 parking spaces for a retail use. A Condition of Approval has been included to include this amenity.

#### California Environmental Quality Act (CEQA)

Impacts related to gas stations usually focus on traffic, hazardous materials, and air quality. In the case of this project, the property has historically been a gas station, although more recent use was not related to gasoline saies, but rather metal recycling. Because of the previous uses, only traffic was analyzed. The applicant provided a TIA, which found that there would be no calculated traffic impacts; therefore, the project is considered categorically exempt from CEQA under Class 32, Section 15332 (In-Fill Development Projects).

#### Beer and wine sales

Section 18.30.050 of the LUC allows for on-site alcohol sales with an approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. The convenience store would be open 24 hours a day. The proposed hours of alcohol sales are 6:00 a.m. to 2:00 a.m., which is the maximum allowed by the California Department of Alcoholic Beverage Control (ABC). For reference, the most recent gas station and convenience store CUP that included the sale of alcohol (Shell at 8<sup>th</sup> & Palm) had alcohol sales hours of 8:00 a.m. to midnight. Staff recommends alcohol sales that are more consistent with recent approvals. A

condition is included to require that coolers with alcohol be locked outside of approved sales hours.

<u>Mailing</u> – All property owners <u>and</u> occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 79 people, 47 occupants, and 32 owners.

<u>Community Meeting</u> – The applicant for a CUP involving the sale of alcohol is required to hold a community meeting pursuant to Section 18.30.050 (C) of the LUC. Such a meeting was held Friday, January 26, 2018 at 3:30 p.m. at the subject location. The meeting advertisement is attached. There were three community members in attendance. Comments involved traffic concerns, the preference of a park instead of a gas station, and concerns over panhandlers, which were prevalent during operation of the previous recycling property at this location. The applicant responded to the questions, citing the traffic study conducted as part of the project, the busy location being inappropriate for a park, and describing business operations.

<u>Distance Requirements</u> – Chapter 18.030.050 (D) requires a 660-foot distance from sensitive uses such as schools; however, there are no schools nearby. The nearest school is Kimball Elementary School, which is approximately a third of a mile away on the other side of Interstate 5.

<u>Alcohol Sales Concentration/Location</u> – Per ABC, there are currently five off-sale permits issued in the subject census tract (219). Two of the other off-sale licenses are gas stations, and the other three are markets. These permits are:

Name	Address	License Type*
Arco Gas Station	133 W 8 <sup>th</sup> St	20
Valero Gas Station	10 Osborne St	20
One Ten Liquor & Market	110 National City Blvd	21
Big B Market	1540 Coolidge Ave	20
Cozine's Grocery	402 Civic Center Dr	21

<sup>\*</sup> Type 20 - Off-Sale Beer and Wine Type 21 - Off-Sale General

Census tract 219 is comprised of the whole west side of the City from National City Blvd. to San Diego Bay. The attached census tract map shows the location of the subject tract. ABC recommends that a total of four off-sale alcohol permits be issued in this census tract, where five exist. Although the census tract is over-concentrated, the licenses are spread out over a large geographic area.

#### Police Department (PD)

Consistent with recent policy, PD provided a Risk Assessment report on the property. The assessment assigns points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this case, the property received 13 points, which would indicate a medium risk (13-18 points). The Risk Assessment is attached.

#### Institute for Public Strategies (IPS)

As of the writing of this report, no comments have been received from IPS. However, based on recent comments provided for alcohol CUPs, IPS typically recommends that owners, management, and staff be required to attend Responsible Beverage Sales and Service (RBSS) training. This requirement is a standard condition of City Council Policy 707 and is included as a condition of approval.

#### Findings for Approval

The Municipal Code pertaining to the Coastal Zone contains required findings for CUPs. There are four required findings, five when the project also involves a CDP:

1. That the site for the proposed use is adequate in size and shape.

The 25,466 square-foot property is in excess of the 15,000 square feet required by Section 18.98 of the Municipal Code. Additionally, all buildings and parking spaces can be installed to meet all setback and site design requirements.

2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use.

The site has direct access to Harbor Drive, an arterial street; Civic Center Drive, a collector street; and Interstate 5, a freeway, which can accommodate the additional 1,280 ADT that would be generated by the project. The TIA submitted with this application has shown that the existing street network can function at a Level of Service (LOS) of D or better without the need for mitigation.

3. That the proposed use will not have an adverse effect upon adjacent or abutting properties.

The project is a use consistent with the MM zone description in the General Plan and will be subject to conditions of approval that ensure safe operation of the business.

4. That the proposed use is deemed essential and desirable to the public convenience or welfare.

The project will provide a service in need for local and regional drivers requiring automobile refueling and associated services. The use is consistent with the MM zone description, which is intended for uses in areas in which activities involve some degree of noise, vibration, air pollution, radiation, glare phenomena, and/or fire and explosive hazards.

5. That the granting of this CUP is consistent with and implements the Certified Local Coastal Program.

This finding is addressed in the "Coastal Zone" section above.

There are two additional conditions of approval related to CEQA compliance and public convenience and necessity for the alcohol sales:

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act.

This finding is addressed in the "California Environmental Quality Act (CEQA)" section above.

7. That the proposed use is deemed essential and desirable to the public convenience and necessity.

Beer and wine sales will contribute to the viability of the gas station convenience store, an allowed use in the MM zone. Alcohol sales would also add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and would not need to visit multiple locations.

#### Findings for denial

There are also three findings for denial included with this application:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets. Five off-sale outlets are permitted where four are recommended by the ABC. In addition, the area has a high crime rate.

2. That the proposed use is not deemed essential and desirable to the public convenience and necessity.

There are five other off-sale alcohol outlets located in the same census tract as the subject property where alcohol can be purchased, two of which are also gas stations.

3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

#### Conditions of Approval

Comments were received from the Building, Engineering, and Fire departments, as well as Sweetwater Authority. Comments focused on Building and Fire Code requirements, stormwater compliance, drainage, street improvements, and permits. All comments are included as Conditions of Approval. Sweetwater Authority comments focused on fire flow and plan submittal.

#### Planning Commission hearings

The Planning Commission conducted a public hearing on March 5, 2018 on the project. The Commissioners asked questions regarding facility design, conditions of approval, and the future Bayshore Bikeway in this location. The Commission voted to recommend approval of the proposal, with modified alcohol sales hours of 8 a.m. to 12 midnight daily, based on attached findings and Conditions of Approval.

#### <u>Summary</u>

A gas station and convenience store are conditionally-permitted uses in the MM zone. In addition, any discretionary review requires a CDP. The project meets all design guidelines and development standards of the LUC, and is consistent with the General Plan and Local Coastal Plan. The area in which the business would be located is removed from sensitive uses and has ample access to accommodate the proposed uses on site. As a result, the use is not expected to create any significant impacts. Alcohol sales are consistent with other commercial businesses in the census tract, including two gas stations. The business will be subject to standard conditions of approval along with those in Council policy 707 related to alcohol sales. The proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.

#### **OPTIONS**

- 1. Approve 2017-03 CUP, CDP subject to the conditions listed below, based on attached findings or findings to be determined by the City Council; or,
- 2. Deny 2017-03 CUP; CDP based on attached findings or findings to be determined by the City Council; or,
- 3. Continue the item for further information

# PRECOMMENDED FINDINGS FOR APPROVAL OF THE CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT 2017-03 CUP, CDP – 724 Civic Center Drive

- 1. That the site for the proposed use is adequate in size and shape, because the 25,466 square-foot property is in excess of the 15,000 square feet required by Section 18.98 of the Municipal Code. Additionally, all buildings and parking spaces can be installed to meet all setback and site design requirements.
- That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use, because the site has direct access to Harbor Drive, an arterial street; Civic Center Drive, a collector street; and Interstate 5, a freeway, which can accommodate the additional 1,280 ADT that would be generated by the project. The TIA submitted with this application has shown that the existing street network can function at an LOS of D or better without the need for mitigation.
- 3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the project is a use consistent with the Medium Manufacturing (MM) zone description in the General Plan and will be subject to conditions of approval that ensure safe operation of the business
- 4. That the proposed use is deemed essential and desirable to the public convenience or welfare, because the project will provide a service in need for local and regional drivers requiring automobile refueling and associated services. The use is consistent with the MM zone description, which is intended for uses in areas in which activities involve some degree of noise, vibration, air pollution, radiation, glare phenomena, and/or fire and explosive hazards.
- 5. That the granting of this Conditional Use Permit is consistent with and implements the Certified Local Coastal Program, because the project is located within an area generally exempt from a Coastal Development Permit; involves a service use, which is conditionally allowed in the MM-CZ zone; and will not prohibit coastal access or obstruct views.
- 6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use qualifies for a categorical exemption from CEQA under Class 32, Section 15332 (In-Fill Development Projects).

Attachment 3

- 7. That the proposed use is deemed essential and desirable to the public convenience and necessity, because beer and wine sales will contribute to the viability of the gas station convenience store, an allowed use in the MM zone. Alcohol sales would add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their needs.
- 8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

# OF THE CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT 2017-03 CUP, CDP - 724 Civic Center Drive

- 1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets five off-sale outlets are permitted where four are recommended by the California Department of Alcoholic Beverage Control and the area has a high crime rate.
- 2. That the proposed use is not deemed essential and desirable to the public convenience and necessity, because five other off-sale alcohol outlets are located in the same census tract as the subject property.
- 3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

#### RECOMMENDED CONDITIONS OF APPROVAL

2017-03 CUP, CDP - 724 Civic Center Drive

#### General

- This Conditional Use Permit and Coastal Development Permit authorize a gas station
  with a convenience store, including the sale of beer and wine. Except as required by
  conditions of approval, all plans submitted for permits associated with the project shall
  conform to Exhibit A, case file no. 2017-03 CUP, CDP, dated 2/28/2017.
- 2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.
- 3. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Land Use Code.
- 4. Before this Conditional Use Permit and Coastal Development Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit and Coastal Development Permit. The applicant shall also submit evidence to the satisfaction of the City Manager or designee that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit and Coastal Development Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or designee prior to recordation.

#### <u>Building</u>

5. Plans submitted for demolition or construction improvements must comply with the 2016 editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

#### **Engineering**

A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey

- any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
- 7. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
- 8. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
- 9. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
- 10. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.
- 11. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
- 12. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the

- parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.
- 13. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
- 14. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6-inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
- 15. Separate street and sewer plans, prepared by a Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
- 16. A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also □dress the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
- 17. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically all sidewalk and curb and gutter. Sidewalk shall be in accordance with San Diego Regional Standard Drawings (SDRSD) G-7, G-9, G-10 and G-11 curb and gutter shall be 8" and be in accordance with National City Modified SDRSD G-2.
- 18. The existing pedestrian ramp(s) at the following locations(s) shall be removed and replaced with standard ramp complying with the ADA requirements and the SDRSD G-29 (Type C) located on the southeasterly comer of Civic Center Drive and Cleveland Avenue.
- 19. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.

- 20. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
- 21. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
- 22. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
- 23. NO PARKING zone(s) (red curbing) shall be provided and/or replaced after new curb has been installed.
- 24. The existing non-operational abandoned pay telephone on Civic Center Drive adjacent to the westerly driveway shall be removed.
- 25. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
- 26. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
- 27. The owner/developer shall submit plans to Cal Trans for their review to ensure that any conflicts with State Right of Ways and Facilities are addressed.

#### **Fire**

- 28. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
- 29. Fire apparatus access roads shall comply with the requirements of Section 5 CFC 2013 and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.
- 30. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all-weather road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a

- fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for Fire Department access through site. All Fire Department access roads shall be painted and signed to prevent parking in these required designated emergency areas
- 31. Grade of fire apparatus road shall be within the limits established (15% grade) by the fire code official based on fire department's apparatus.
- 32. The vapor recovery unit (Healy Tank) shall comply with Chapter 23 section 2306.7.9.1 2306.7.9.2.4 of the California Fire Code. Additionally, lot lines and proximity to surrounding properties where Healy Tanks are proposed, shall meet CFC, NFPA and all City Department requirements. Please contact the National City Fire Department on required protective enclosure for vapor tank.
- 33. Underground fuel tank removal and replacement will require permit and inspections from the National City Fire Department.
- 34. Emergency service access to the trash enclosure shall be maintained at all times for the life of project.
- 35. Exit signs shall be provided at all required exits. Exit signs shall be green in color per the National City Municipal Code.
- 36.All fire sprinkler and fire alarm plans shall be submitted directly to the National City Fire Department.
- 37. Soft drink CO2 dispensing systems require a permit and inspection per the California Fire Code Chapter 53 section 5307 Systems used in beverage dispensing applications.
- 38.A 48-hour notice is required for all inspection provided by the National City Fire Department.

#### <u>Planning</u>

- 39. Plans submitted for construction shall include accommodation for bicycle access along the east property line adjacent to the Interstate 5 southbound on-ramp. In lieu of actual improvements, areas within 20 feet of the curb on the east property line shall be set aside until such time as the Bayshore Bikeway is constructed. This area should be landscaped in the interim period. In the event the bikeway does not require any future easement on the subject property, the area set aside may be converted to parking area subject to Condition Number 41.
- 40. At minimum, one bicycle parking space shall be installed on the property. Additional spaces to accommodate future bicycle traffic should also be included.
- 41. All parking spaces must meet minimum dimensions as stated in the Land Use Code. Standard parking spaces shall be a minimum dimension of nine wide by 18 feet deep.

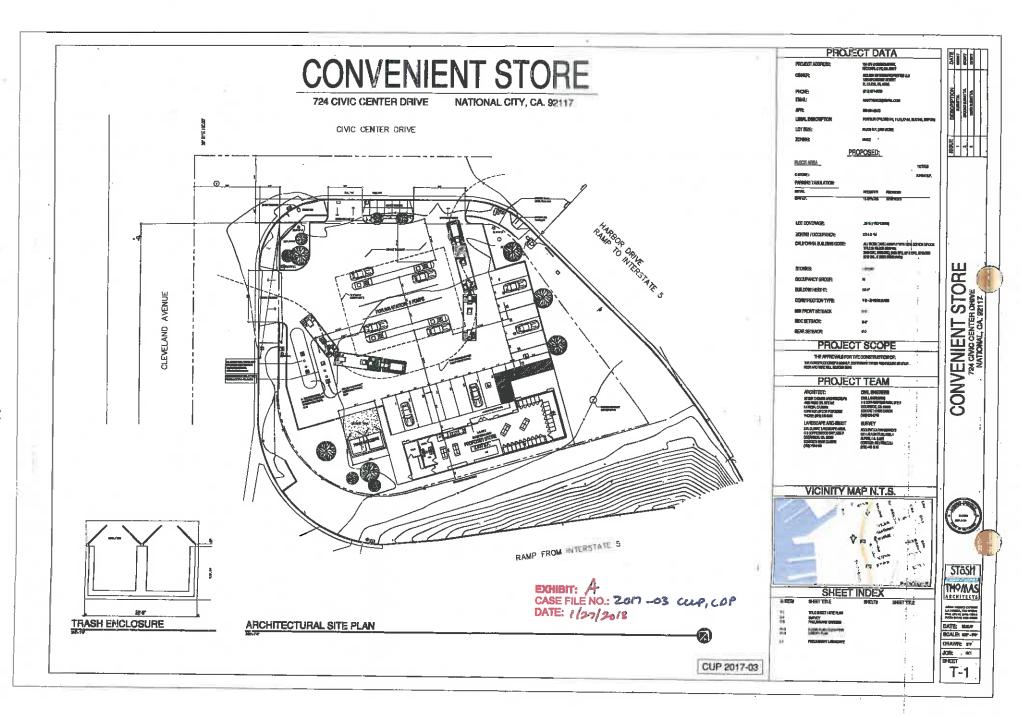
- Up to 25% of required parking spaces may be compact in size (eight feet by 16 feet). Parking spaces currently shown in the future bikeway area required by Condition Number 39 shall be relocated accordingly.
- 42.A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. All landscaping and irrigation improvements shall be maintained for the life of the project.
- 43. Business operations shall comply with Municipal Code Title 12 (Noise) at all times.
- 44. Plans submitted for construction shall conform to Land Use Code Section 18.42.040 (Screening mechanical equipment and elevator housing) and 18.46 (Outdoor Lighting), and 18.98 (Service Stations).
- 45. Plans submitted for construction permits shall show that a cover for all trash enclosures be provided.
- 46. The project will be required to obtain an operation permit from the San Diego County Air Pollution Control District (APCD), which will be subject to National Emission Standards for Hazardous Air Pollutants (NESHAP) and Air Toxic Control Measures (ATCM).
- 47. Violation of APCD licensing/permitting or any other state licensing department shall be a violation of this Conditional Use Permit and Coastal Development Permit.
- 48. Any planned exterior propane tank shall be screened in compliance with Land Use Code Section 18.42.040.
- 49. All proposed business signage shall be in conformance with Land Use Code requirements.
- 50. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit B, Case File No. 2017-03 CUP, CDP, dated 2/27/2018.
- 51. The sale of alcoholic beverages for off-site consumption shall be limited to the hours of 8:00 a.m. and 12:00 a.m. seven days a week.
- 52. Coolers containing alcohol products shall be locked and made inaccessible to the public between the hours of 12:00 a.m. and 8:00 a.m.
- 53. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
- 54 No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
- 55. No sale of wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.

- 56. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.
- 57. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
- 58. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
- 59. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
- 60. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Department, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
  - a. "No open alcoholic beverage containers are allowed on these premises."
  - b. "No loitering is allowed."
- 61. Containers of distilled spirits may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
- 62. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
- 63. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
- 64. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a

City business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

#### **Sweetwater Authority**

- 65. The property owner must submit a letter to the Authority from the appropriate fire agency stating fire flow requirements. Based on this requirement, new water systems or substantial alteration to the existing water system may be needed.
- 66. An approved backflow prevention assembly is required for water services serving all commercial developments. Water facilities shall be designed and installed in accordance with the current Sweetwater Authority Design Standards and the Standard Specifications for Construction of Water Facilities.
- 67. Once a building permit is obtained by the Owner, the Owner shall submit approved stamped plans from the lead agency where the project is located. The approved submittal must include a site plan, floor plan, plumbing plan showing total fixture count, including daily water demands for domestic and irrigation use in gallons per day, and a fire sprinkler plan (if applicable) so that water facilities can be verified.



## TOPOGRAPHIC MAP 724 CIVIC CENTER DRIVE NATIONAL CITY, CA 91950

CIVIC CENTER DRIVE RIME FROM IMPERITATE S

N72" 14 "25"E

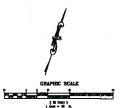
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#### NOTES

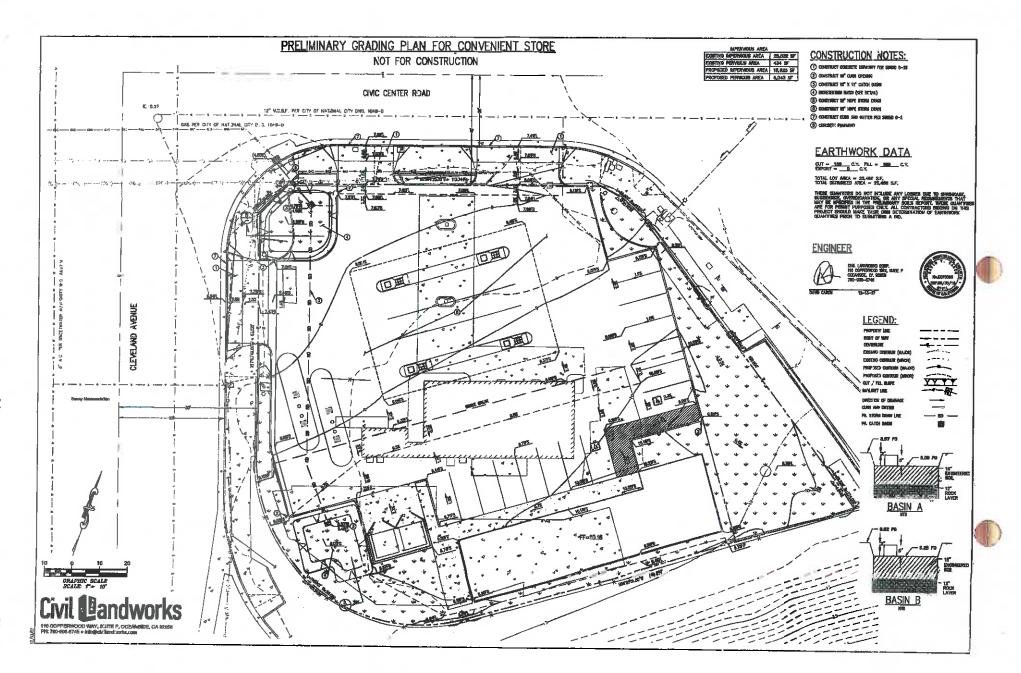
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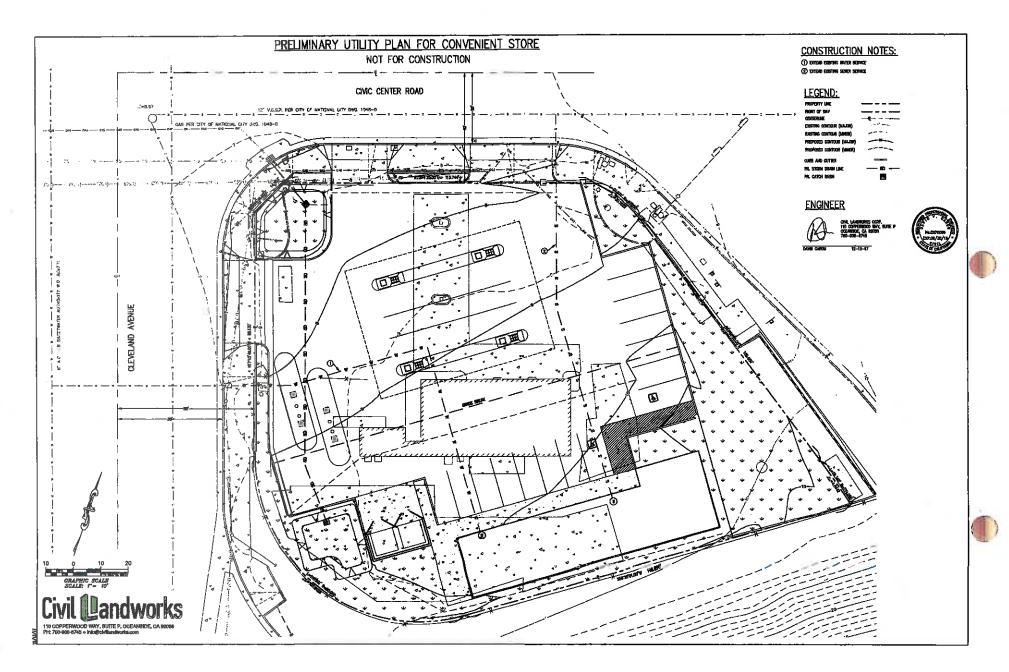




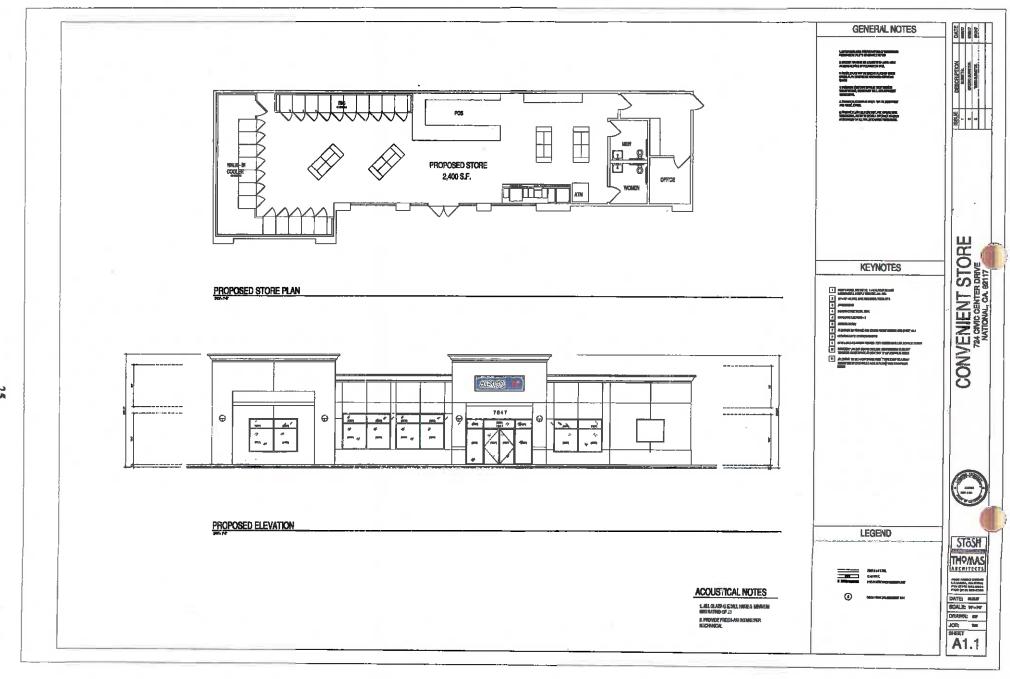


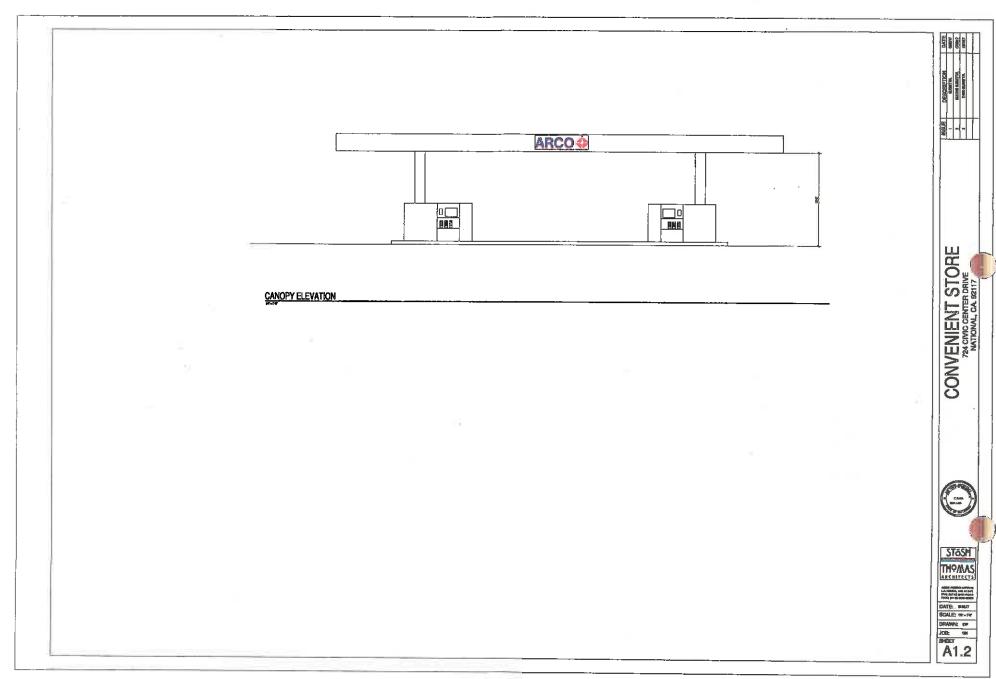


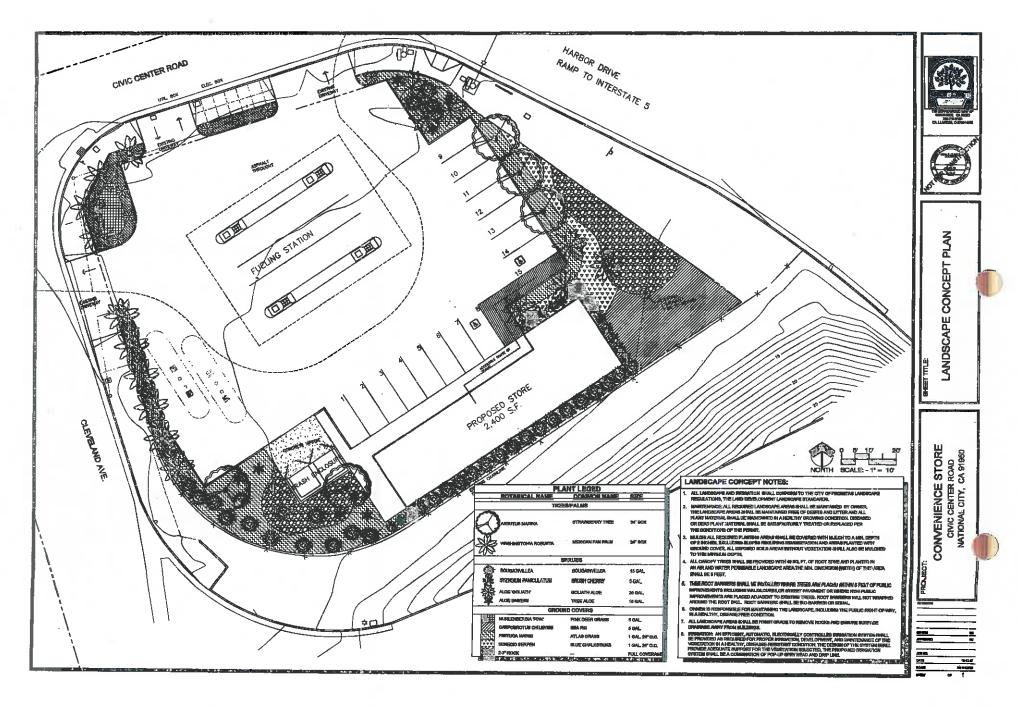












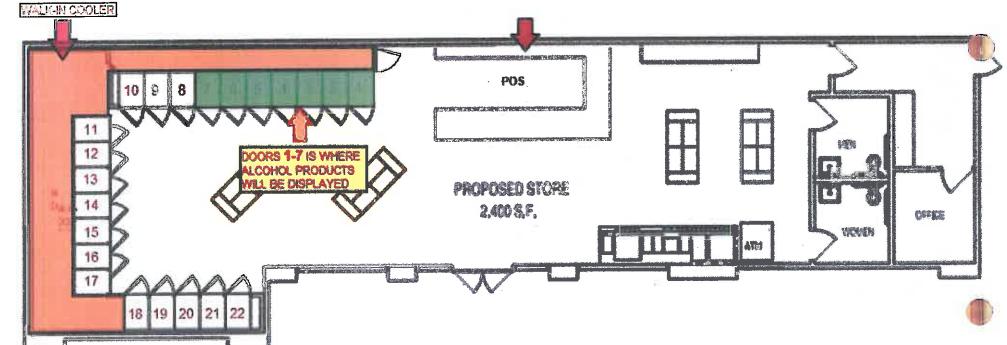
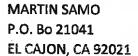


EXHIBIT: B CASE FILE NO.: 2017-03 CUP, CDP DATE: 2/27/2018



You are invited to attend a:

#### **COMMUNITY MEETING**

Date: FRIDAY, JANUARY 26, 2018

Time: 3:30PM TO 4:30PM

ADDRESS: 724 Civic Center Drive National City, CA 91950

This meeting is to inform citizens of a use permit application that has been filed for the service of beer and wine at a new Gas Station/Convenient Store that when opened it may be called 7-eleven, Arco, Circle K, Chevron or Shell. We are looking forward to meeting you and discussing any concerns or questions you may have regarding this proposed Gas Station/Convenient Store operations. If you can't attend the meeting, or if you have any questions before then, please feel free to contact Martin Samo, the Applicant's representative at (619) 654-3828 or via email at martysamo@gmail.com

This notice is being sent to you in fulfillment of the City of National City requirements. This outreach effort to our neighbors is necessary because an application for development or use has been filed with the City of National City Planning Department.



When: 1/26/2018, 03:30-04:30 pm.

Where: 724 Civic Center Dr. National City CA 91950.

Meeting was coordinated and managed by Martin Samo (the Applicant's representative).

- 1. Meeting held at the aforementioned date and time as scheduled on the community meeting notice mailed to surrounding occupants.
- 2. During the meeting time, three community members showed up, and discussed the results of developing the current status of the site into a new gas station/C store.
- 3. First person showed up was an occupant in 1305 Harding Ave, National City CA 91950, this gentleman mentioned that the only concern he has is the additional <u>traffic</u> this proposed project will create, he was informed that there is a professional traffic engineer that is working on this matter along with the City's traffic engineer, the forecasted impact is within the acceptable range.
- 4. Second community member showed up was an occupant in 1315 Harding Ave National City CA 91950, this lady mentioned that there existence of a gas station in the area, and she will prefer to have a children park, we explained how the location and traffic will make it hard to have a children park in that location.
- 5. The third and last community member showed up to the meeting was Mr. Paul, an occupant at 1593 McKinley Ave National City CA 91950, he asked what the developer wants to do, also he expressed that he doesn't want to have "pan handlers" to be around since they were highly observed when the recycling center was operating in the area, Mr. Paul stated that he lived in the area since the Sixties and he is <u>happy</u> to have this site redeveloped and a new gas station/C store will be built.
- 6. 04:35 pm meeting over and the Applicant's representative left the property.







#### **Martin Reeder**

From:

jacques le friant <jacqueslefriant@msn.com>

Sent:

Thursday, October 12, 2017 10:02 AM

To:

Martin Reeder

Subject:

case file no 2017-03 cup/Gas Station

Follow Up Flag:

Flag for follow up

Flag Status:

Flagged

#### Dear Sir

i have reservations that the traffic situation which is already bad will be made much worse at this location at certain times. I think that this should be part of the process to address this. I am sure you consider this but should i go to this upcoming hearing to comment if this needs to be addressed later.

**Best Regards** jacques le friant 705 Civic Center Dr 1212 Mc Kinley Ave 619 477 7390



National City Chamber of Commerce 901 National City Blvd. National City, CA, 91950 Business: (619) 477-9339

Fax: (619) 477-5018

Email: thechamber@nationalcitychamber.org
Website: www.nationalcitychamber.org

Martin Reeder Assistant Planner City of National City

December 7, 2017

Hello Mr. Reeder,

I recently visited one of our Chamber members and in the conversation, he asked me to deliver the attached CD to the City.

If I understand correctly, it is the video of intense traffic in an area near the business located at 402 Civic Center Drive, close to Wilson Street and the I-5. The owner of the Cozine's Market Liquor and Deli mentioned that a new gas station at or near that crossing would create a big traffic problem and that is why he is sending the City this video.

I hope this is of use to you.

#### Regards,

David Grepe
Project Coordinator
National City Chamber of Commerce
901 National City Boulevard
National City, CA 91950
P:619-477-9339
F:619-477-5018
www.nationalcitychamber.org



#### NATIONAL CITY POLICE DEPARTMENT ALCOHOL BEVERAGE CONTROL RISK ASSESSMENT

DATE: 03/07/2017				
BUSINESS NAME: 7-Eleven				
ADDRESS: 724 Civic Center Drive, National City, CA 91950				
OWNER NAME: Amad Yelda Attisha OWNER ADDRESS: 1741 Sea Pines Road,	DOB: 11/08/1969			
	onal owners on page 2)			
I. Type of Business				
Restaurant (1 pt)	Notes:			
✓ Market (2 pts)	Alcohol Businesses per Census			
Bar/Night Club (3 pts)				
Tasting Room (1pt) II. Hours of Operation	Tract / Over saturation.			
Daytime hours (1 pt)				
Close by 11pm (2 pts)	Crime Rate High for Beat 24			
✓ Close after 11pm (3 pts)				
III. Entertainment				
Music (1 pt)				
Live Music (2 pts)				
Dancing/Live Music (3 pts)				
√ No Entertainment (0 pts)				
IV. <u>Crime Rate</u>				
Low (1 pt)				
Medium (2 pts)				
✓ High (3 pts)				
V. Alcohol Businesses per Census Tract				
Below (1 pt)				
Average (2 pts)				
✓ Above (3 pts)				
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#### VI. Calls for Service at Location (for previous 6 months)

✓ Below (1 pt)Average (2 pts)Above (3 pts)

#### VII. Proximity Assessment (1/4 mile radius of location)

✓ Mostly commercial businesses (1 pt)

Some businesses, some residential (2 pts)

Mostly residential (3 pts)

Low Risk (12pts or less) Medium Risk (13 – 18pts) High Risk (19 – 24pts)

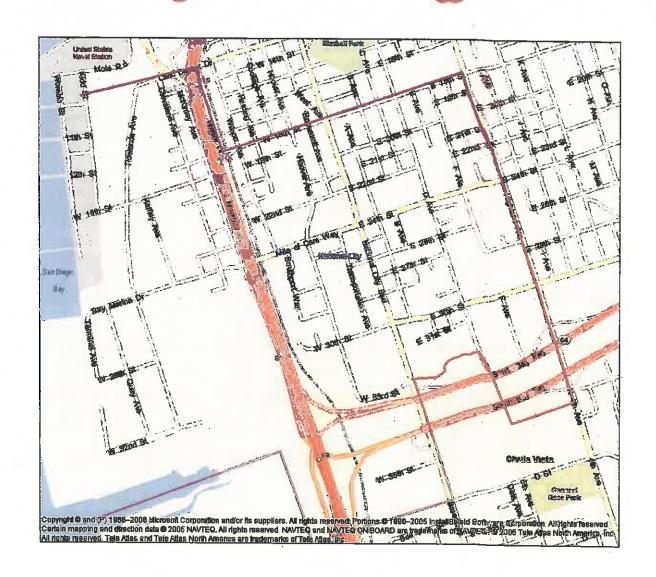
**Total Points 13** 

#### VIII. Owner(s) records check

✓ No criminal incidents (0 pts)
Minor criminal incidents (2 pts)
Multiple/Major criminal incidents (3 pts)

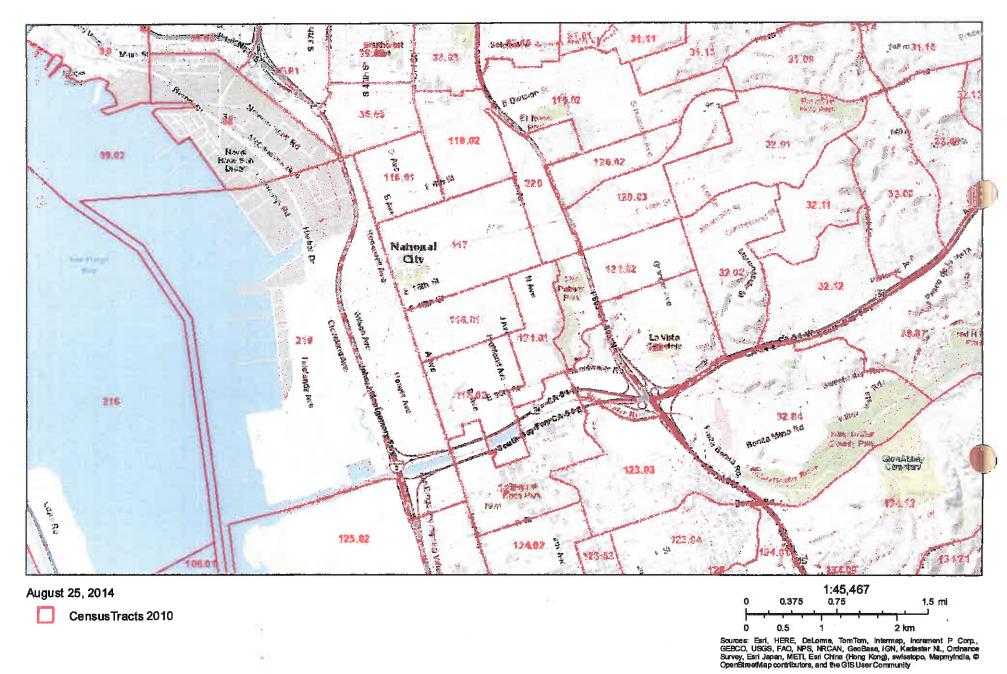
OWNER NAME:	DOB:	
OWNER ADDRESS:		
367		
OWNER NAME:		
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Revised: 8/16



City of National City Beat 24

Source: Microsoft Mappoint NCPD CAU, 4/18/07





#### CITY OF NATIONAL CITY - PLANNING DEPARTMENT 1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

#### NOTICE OF EXEMPTION

TO: Assessor/Recorder/County Clerk

Attn: Fish & Wildlife Notices 1600 Pacific Highway, Room 260

San Diego, CA 92101

MS: A-33

**Project Title:** 

2017-03 CUP, CDP

Project Location: 724 Civic Center Drive, National City, CA 91950

Lead Agency:

City of National City

Contact Person: Martin Reeder

**Telephone Number:** (619) 336-4313

<u>Description of Nature, Purpose and Beneficiaries of Project:</u>

Conditional Use Permit and Coastal Development Permit for a gas station and 2,400 square-foot convenience store at a site previously developed with a gasoline service station.

**Applicant Name and Address:** 

Stosh Podeswik 4682 Nebo drive La Mesa, CA 91941 Telephone Number:

(619) 246-9044

Email Address:

stosh@stoshthomas.com

**Exempt Status:** 

X

Categorical Exemption. Class 32, Section 15332 (In-Fill Development Projects)

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment since construction of the gas station and convenience store will replace an existing gas service station. In addition a Traffic Impact Analysis prepared for the proposal found that there would be no calculated traffic impacts; therefore, mitigation measures are not required.

Date:

MARTIN REEDER, AICP Principal Planner

ATTACHMENT 7 304 of 414

#### RESOLUTION NO. 2018-03 (a)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR A GAS STATION AND CONVENIENCE STORE TO BE LOCATED AT 724 CIVIC CENTER DRIVE IN THE COASTAL ZONE.

> APPLICANT: STOSH PODESWIK. CASE FILE NO. 2017-03 CUP, CDP APN: 559-024-06

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Coastal Development Permit for a gas station and convenience store to be located at 724 Civic Center Drive in the Coastal Zone at duly advertised public hearings held on October 16, 2017 and March 5, 2018, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2017-03 CUP, CDP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California that the testimony and evidence presented to the Planning Commission at public hearings held on October 16, 2017 and March 5, 2018 support the following findings:

- 1. That the site for the proposed use is adequate in size and shape, because the 25,466 square-foot property is in excess of the 15,000 square feet required by Section 18.98 of the [previous] Municipal Code. Additionally, all buildings and parking spaces can be installed to meet all setback and site design requirements.
- 2. That the site has sufficient access, because the site has direct access to Harbor Drive, an arterial street; Civic Center Drive, a collector street; and Interstate 5, a freeway, which can accommodate the additional 1,280 ADT that would be generated by the project. The TIA submitted with this application has shown that the existing street network can function at an LOS of D or better without the need for mitigation.
- 3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the project is a use consistent with the Medium Manufacturing (MM) zone description in the General Plan and will be subject to conditions of approval that ensure safe operation of the business

**ATTACHMENT 8** 

- 4. That the proposed use is deemed essential and desirable to the public convenience, because the project will provide a service in need for local and regional drivers requiring automobile refueling and associated services. The use is consistent with the MM zone description, which is intended for uses in areas in which activities involve some degree of noise, vibration, air pollution, radiation, glare phenomena, and/or fire and explosive hazards.
- 5. That the granting of this Conditional Use Permit is consistent with and implements the Certified Local Coastal Program, because the project is located within an area generally exempt from a Coastal Development Permit; involves a service use, which is conditionally allowed in the MM-CZ zone; and will not prohibit coastal access or obstruct views.
- 6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use qualifies for a categorical exemption from CEQA under Class 32, Section 15332 (In-Fill Development Projects).
- 7. That the proposed use is deemed essential and desirable to the public convenience and necessity, because beer and wine sales will contribute to the viability of the gas station convenience store, an allowed use in the MM zone. Alcohol sales would add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their needs.
- 8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit and Coastal Development Permit is approved subject to the following conditions:

#### General

- 1. This Conditional Use Permit and Coastal Development Permit authorize a gas station with a convenience store, including the sale of beer and wine. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibits A and B, Case File No. 2017-03 CUP, CDP, dated 1/27/2018 and 2/27/2018.
- 2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be

- made payable to the County Clerk and submitted to the National City Planning Department.
- This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Land Use Code.
- 4. Before this Conditional Use Permit and Coastal Development Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit and Coastal Development Permit. The applicant shall also submit evidence to the satisfaction of the City Manager or designee that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit and Coastal Development Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or designee prior to recordation.

#### **Building**

5. Plans submitted for demolition or construction improvements must comply with the 2016 editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

#### Engineering

- 6. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
- 7. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
- 8. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge

- Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
- 9. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
- 10. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.
- 11. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
- 12. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.
- 13. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
- 14. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6-inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
- 15. Separate street and sewer plans, prepared by a Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.

- 16. A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also □dress the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
- 17. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically all sidewalk and curb and gutter. Sidewalk shall be in accordance with San Diego Regional Standard Drawings (SDRSD) G-7, G-9, G-10 and G-11 curb and gutter shall be 8" and be in accordance with National City Modified SDRSD G-2.
- 18. The existing pedestrian ramp(s) at the following locations(s) shall be removed and replaced with standard ramp complying with the ADA requirements and the SDRSD G-29 (Type C) located on the southeasterly comer of Civic Center Drive and Cleveland Avenue.
- 19. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
- 20. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
- 21. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
- 22. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
- 23. NO PARKING zone(s) (red curbing) shall be provided and/or replaced after new curb has been installed.
- 24. The existing non-operational abandoned pay telephone on Civic Center Drive adjacent to the westerly driveway shall be removed.
- 25. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection

- services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
- 26. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
- 27. The owner/developer shall submit plans to Cal Trans for their review to ensure that any conflicts with State Right of Ways and Facilities are addressed.

#### Fire

- 28. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
- 29. Fire apparatus access roads shall comply with the requirements of Section 5 CFC 2013 and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.
- 30. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all-weather road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for Fire Department access through site. All Fire Department access roads shall be painted and signed to prevent parking in these required designated emergency areas
- 31. Grade of fire apparatus road shall be within the limits established (15% grade) by the fire code official based on fire department's apparatus.
- 32. The vapor recovery unit (Healy Tank) shall comply with Chapter 23 section 2306.7.9.1 2306.7.9.2.4 of the California Fire Code. Additionally, lot lines and proximity to surrounding properties where Healy Tanks are proposed, shall meet CFC, NFPA and all City Department requirements. Please contact the National City Fire Department on required protective enclosure for vapor tank.
- 33. Underground fuel tank removal and replacement will require permit and inspections from the National City Fire Department.
- 34. Emergency service access to the trash enclosure shall be maintained at all times for the life of project.
- 35. Exit signs shall be provided at all required exits. Exit signs shall be green in color per the National City Municipal Code.

- 36. All fire sprinkler and fire alarm plans shall be submitted directly to the National City Fire Department.
- 37. Soft drink CO2 dispensing systems require a permit and inspection per the California Fire Code Chapter 53 section 5307 Systems used in beverage dispensing applications.
- 38. A 48-hour notice is required for all inspection provided by the National City Fire Department.

#### Planning

- 39. Plans submitted for construction shall include accommodation for bicycle access along the east property line adjacent to the Interstate 5 southbound on-ramp. In lieu of actual improvements, areas within 20 feet of the curb on the east property line shall be set aside until such time as the Bayshore Bikeway is constructed. This area should be landscaped in the interim period. In the event the bikeway does not require any future easement on the subject property, the area set aside may be converted to parking area subject to Condition Number 41.
- 40. At minimum, one bicycle parking space shall be installed on the property. Additional spaces to accommodate future bicycle traffic should also be included.
- 41. All parking spaces must meet minimum dimensions as stated in the Land Use Code. Standard parking spaces shall be a minimum dimension of nine feet wide by 18 feet deep. Up to 25% of required parking spaces may be compact in size (eight feet by 16 feet). Excess parking spaces may be located within the future Bayshore Bikeway set-aside area, but shall be removed at such time as the bikeway is constructed.
- 42. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. All landscaping and irrigation improvements shall be maintained for the life of the project.
- 43. Business operations shall comply with Municipal Code Title 12 (Noise) at all times.
- 44. Plans submitted for construction shall conform to Land Use Code Section 18.42.040 (Screening mechanical equipment and elevator housing) and 18.46 (Outdoor Lighting), and 18.98 (Service Stations).
- 45. Plans submitted for construction permits shall show that a cover for all trash enclosures be provided.
- 46. The project will be required to obtain an operation permit from the San Diego County Air Pollution Control District (APCD), which will be subject to National Emission Standards for Hazardous Air Pollutants (NESHAP) and Air Toxic Control Measures (ATCM).
- 47. Violation of APCD licensing/permitting or any other state licensing department shall be a violation of this Conditional Use Permit and Coastal Development Permit.

- 48. Any planned exterior propane tank shall be screened in compliance with Land Use Code Section 18.42.040.
- 49. All proposed business signage shall be in conformance with Land Use Code requirements.
- 50. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit B, Case File No. 2017-03 CUP, CDP, dated 2/27/2018.
- 51. The sale of alcoholic beverages for on-site consumption shall be limited to between the hours of 8:00 a.m. and 12:00 a.m. seven days a week.
- 52. Coolers containing alcohol products shall be locked and made inaccessible to the public between the hours of 12:00 a.m. and 8:00 a.m.
- 53. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
- 54. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
- 55. No sale of wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
- 56. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.
- 57. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
- 58. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
- 59. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
- 60. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Department, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
  - a. "No open alcoholic beverage containers are allowed on these premises."
  - b. "No loitering is allowed."

- 61. Containers of distilled spirits may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
- 62. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
- 63. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
- 64. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a City business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

#### **Sweetwater Authority**

- 65. The property owner must submit a letter to the Authority from the appropriate fire agency stating fire flow requirements. Based on this requirement, new water systems or substantial alteration to the existing water system may be needed.
- 66. An approved backflow prevention assembly is required for water services serving all commercial developments. Water facilities shall be designed and installed in accordance with the current Sweetwater Authority Design Standards and the Standard Specifications for Construction of Water Facilities.
- 67. Once a building permit is obtained by the Owner, the Owner shall submit approved stamped plans from the lead agency where the project is located. The approved submittal must include a site plan, floor plan, plumbing plan showing total fixture count, including daily water demands for domestic and irrigation use in gallons per day, and a fire sprinkler plan (if applicable) so that water facilities can be verified.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

#### **CERTIFICATION:**

This certifies that the Resolution was adopted by the Planning Commission at their meeting of March 5, 2018, by the following vote:

AYES: Yamane, Sendt, Garcial Flores, Dela Paz, Quintero

NAYS: None.

ABSENT: Baca

ABSTAIN: None

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### CITY OF NATIONAL CITY Office of the City Clerk

1243 National City Blvd., National City, California 9195 0 619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

#### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., Tuesday, April 17, 2018, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

# CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR A GAS STATION AND CONVENIENCE STORE TO BE LOCATED AT 724 CIVIC CENTER DRIVE IN THE COASTAL ZONE.

The Planning Commission conducted a public hearing at their meeting of March 5, 2018 and voted to recommend approval of the Conditional Use Permit and Coastal Development Permit by a vote of 6 to 0 with one member absent.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

March 22, 2018	
	Michael R. Dalla, CMC City Clerk

**ATTACHMENT 9** 

#### RESOLUTION 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR A GAS STATION AND CONVENIENCE STORE WITH BEER AND WINE SALES TO BE LOCATED AT 724 CIVIC CENTER DRIVE IN THE COASTAL ZONE

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit ("CUP") and Coastal Development Permit for a gas station and convenience store with beer and wine sales to be located at 724 Civic Center Drive (APN: 559-024-06) in the Coastal Zone at a duly advertised public hearing held on March 5, 2018, at which time oral and documentary evidence was presented; and

WHEREAS, at said noticed public hearing the Planning Commission considered the staff report contained in Case File No. 2017-03 CUP, CDP, maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and

WHEREAS, at the Planning Commission meeting on March 5, 2018, the Commission recommended the approval of the Conditional Use Permit ("CUP") based on the required findings and subject to conditions of approval; and

WHEREAS, the City Council of the City of National City, at their meeting of March 20, 2018, considered the Planning Commission's recommendation, and after hearing public comment, voted to set the item for public hearing to receive a staff report, additional information, and public testimony in order to allow the Council to discuss and consider the matter further before rendering a decision; and

WHEREAS, the City Council considered a Conditional Use Permit and Coastal Development Permit for a gas station and convenience store with beer and wine sales to be located at 724 Civic Center Drive in the Coastal Zone at a publically noticed hearing on April 17, 2018, at which time oral and documentary evidence was presented; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State and City law; and

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the testimony and evidence presented to the City Council at a public hearing held on April 17, 2018 support the following findings:

- That the site for the proposed use is adequate in size and shape, because the 25,466 square-foot property is in excess of the 15,000 square feet required by Section 18.98 of the Municipal Code. Additionally, all buildings and parking spaces can be installed to meet all setback and site design requirements.
- That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use, because the site has direct access to Harbor Drive, an arterial street; Civic Center Drive, a collector street; and Interstate 5, a freeway, which can accommodate the additional 1,280 ADT that would be generated by the project. The TIA submitted with the application has shown that the existing street network can function at an LOS of D or better without the need for mitigation.

Resolution No. 2018 – April 17, 2018 Page Two

- 3. That the proposed use will not have an adverse effect upon adjacent or abutting properties because the project is a use consistent with the Medium Manufacturing (MM) zone description in the General Plan and will be subject to conditions of approval that ensure safe operation of the business
- 4. That the proposed use is deemed essential and desirable to the public convenience or welfare because the project will provide a service in need for local and regional drivers requiring automobile refueling and associated services. The use is consistent with the MM zone description, which is intended for uses in areas in which activities involve some degree of noise, vibration, air pollution, radiation, glare phenomena, and/or fire and explosive hazards.
- 5. That the granting of this Conditional Use Permit is consistent with and implements the Certified Local Coastal Program because the project is located within an area generally exempt from a Coastal Development Permit; involves a service use, which is conditionally allowed in the MM-CZ zone; and will not prohibit coastal access or obstruct views.
- 6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act because it has been determined that the proposed use qualifies for a categorical exemption from CEQA under Class 32, Section 15332 (In-Fill Development Projects).
- 7. That the proposed use is deemed essential and desirable to the public convenience and necessity because beer and wine sales will contribute to the viability of the gas station convenience store, an allowed use in the MM zone. Alcohol sales would add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and will not need to visit multiple locations for their needs.
- 8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit and Coastal Development Permit is approved subject to the following conditions:

#### General

- This Conditional Use Permit and Coastal Development Permit authorize a gas station with a convenience store, including the sale of beer and wine. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit "A", Case File No. 2017-03 CUP, CDP, dated February 28, 2017.
- Within four (4) days of approval, pursuant to Fish and Game Code Section 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

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- This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Land Use Code.
- 4. Before this Conditional Use Permit and Coastal Development Permit shall become effective, the applicant and the property owner, both, shall sign and have notarized an Acceptance Form provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit and Coastal Development Permit. The applicant shall also submit evidence to the satisfaction of the City Manager or designee that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit and Coastal Development Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or designee prior to recordation.

#### Building

 Plans submitted for demolition or construction improvements must comply with the 2016 editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

#### Engineering

- 6. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
- 7. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of by City departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP), documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
- 8. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations, which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.

Resolution No. 2018 – April 17, 2018 Page Four

- 9. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
- 10. The property owner, or its successors and assigns, shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.
- Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
- 12. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.
- 13. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
- 14. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6-inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
- 15. Separate street and sewer plans, prepared by a Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
- A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure, and the required pavement structural sections for the proposed

streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.

- 17. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically, all sidewalk and curb and gutter. Sidewalk shall be in accordance with San Diego Regional Standard Drawings (SDRSD) G-7, G-9, G-10 and G-11. Curb and gutter shall be 8" and be in accordance with National City Modified SDRSD G-2.
- 18. The existing pedestrian ramp(s) located on the southeasterly comer of Civic Center Drive and Cleveland Avenue shall be removed and replaced with standard ramp complying with the ADA requirements and the SDRSD G-29 (Type C).
- 19. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the Engineering Department as soon as filed.
- 20. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
- 21. Street improvements shall be in accordance with National City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
- 22. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
- 23. NO PARKING zone(s) (red curbing) shall be provided and/or replaced after new curb has been installed.
- 24. The existing non-operational abandoned pay telephone on Civic Center Drive adjacent to the westerly driveway shall be removed.
- 25. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping, and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
- 26. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.

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27. The owner/developer shall submit plans to CalTrans for their review to ensure that any conflicts with State Right of Ways and Facilities are addressed.

#### <u>Fire</u>

- 28. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
- 29. Fire apparatus access roads shall comply with the requirements of Section 5 of the California Fire Code (CFC) and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.
- 30. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all-weather road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for Fire Department access through the site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas.
- 31. Grade of the fire apparatus road shall be within the limits established (15% grade) by the fire code official based on the fire department's apparatus.
- 32. The vapor recovery unit (Healy Tank) shall comply with Chapter 23, Section 2306.7.9.1 2306.7.9.2.4 of the California Fire Code. Additionally, lot lines and proximity to surrounding properties where Healy Tanks are proposed, shall meet CFC, NFPA, and all City requirements. Please contact the National City Fire Department on required protective enclosure for vapor tank.
- Underground fuel tank removal and replacement will require permit and inspections from the National City Fire Department.
- Emergency service access to the trash enclosure shall be maintained at all times for the life of the project.
- 35. Exit signs shall be provided at all required exits. Exit signs shall be green in color per the National City Municipal Code.
- 36. All fire sprinkler and fire alarm plans shall be submitted directly to the National City Fire Department.
- 37. Soft drink CO2 dispensing systems require a permit and inspection per the California Fire Code Chapter 53, Section 5307 Systems used in beverage dispensing applications.

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 A 48-hour notice is required for all inspection provided by the National City Fire Department.

#### **Planning**

- 39. Plans submitted for construction shall include an accommodation for bicycle access along the east property line adjacent to the Interstate 5 southbound on-ramp. In lieu of actual improvements, areas within 20 feet of the curb on the east property line shall be set aside until such time as the Bayshore Bikeway is constructed. This area should be landscaped in the interim period. In the event the bikeway does not require any future easement on the subject property, the area set aside may be converted to parking area subject to Condition Number 41.
- 40. At minimum, one bicycle parking space shall be installed on the property. Additional spaces to accommodate future bicycle traffic should also be included.
- 41. All parking spaces must meet minimum dimensions as stated in the Land Use Code. Standard parking spaces shall be a minimum dimension of nine wide by 18 feet deep. Up to 25% of required parking spaces may be compact in size (eight feet by 16 feet). Parking spaces currently shown in the future bikeway area required by Condition Number 39 shall be relocated accordingly.
- 42. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. All landscaping and irrigation improvements shall be maintained for the life of the project.
- 43. Business operations shall comply with Municipal Code Title 12 (Noise) at all times.
- 44. Plans submitted for construction shall conform to Land Use Code Section 18.42.040 (Screening mechanical equipment and elevator housing) and Section 18.46 (Outdoor Lighting), and 18.98 (Service Stations).
- 45. Plans submitted for construction permits shall show that a cover for all trash enclosures be provided.
- 46. The project will be required to obtain an operation permit from the San Diego County Air Pollution Control District (APCD), which will be subject to National Emission Standards for Hazardous Air Pollutants (NESHAP) and Air Toxic Control Measures (ATCM).
- 47. Violation of APCD licensing/permitting or any other State licensing department shall be a violation of this Conditional Use Permit and Coastal Development Permit.
- 48. Any planned exterior propane tank shall be screened in compliance with Land Use Code Section 18.42.040.
- 49. All proposed business signage shall be in conformance with Land Use Code requirements.

- 50. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit "B", Case File No. 2017-03 CUP, CDP, dated February 27, 2018.
- 51. The sale of alcoholic beverages for off-site consumption shall be limited to the hours of 8:00 a.m. and 12:00 a.m., seven days a week.
- 52. Coolers containing alcohol products shall be locked and made inaccessible to the public between the hours of 12:00 a.m. and 8:00 a.m.
- 53. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
- 54. No beer products shall be sold for less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
- 55. No sale of wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
- Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by fourpack or other manufacturer's prepackaged multi-unit quantities.
- 57. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
- 58. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
- 59. Ice may be sold only at or above prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
- 60. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Department, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
  - a. "No open alcoholic beverage containers are allowed on these premises."
  - b. "No loitering is allowed."
- 61. Containers of distilled spirits may not be stored on the premises after being sold to patrons for the purpose of later consumption.

Resolution No. 2018 – April 17, 2018 Page Nine

- 63. Exterior advertising and signs of all types promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs that are clearly visible to the exterior shall constitute a violation of this condition.
- 64. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the National City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
- 65. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a City business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

#### Sweetwater Authority

- 66. The property owner must submit a letter to Sweetwater Authority from the appropriate fire agency stating fire flow requirements. Based on this requirement, new water systems or substantial alteration to the existing water system may be needed.
- 67. An approved backflow prevention assembly is required for water services serving all commercial developments. Water facilities shall be designed and installed in accordance with the current Sweetwater Authority Design Standards and the Standard Specifications for Construction of Water Facilities.
- 68. Once a building permit is obtained by the owner, the owner shall submit approved stamped plans from the lead agency where the project is located. The approved submittal must include a site plan, floor plan, plumbing plan showing total fixture count, including daily water demands for domestic and irrigation use in gallons per day, and a fire sprinkler plan (if applicable) so that water facilities can be verified.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

[Signature Page to Follow]

# PASSED and ADOPTED this 17th day of April, 2018.

	Ron Morrison, Mayor
ATTEST:	
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

#### RESOLUTION 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY DENYING A CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT FOR A GAS STATION AND CONVENIENCE STORE WITH BEER AND WINE SALES TO BE LOCATED AT 724 CIVIC CENTER DRIVE IN THE COASTAL ZONE.

(CASE FILE NO. 2017-03 CUP, CDP)

(APN: 559-024-06)

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Coastal Development Permit for a gas station and convenience store with beer and wine sales to be located at 724 Civic Center Drive in the Coastal Zone at a duly advertised public hearing held on March 5, 2018, at which time oral and documentary evidence was presented; and

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2017-03 CUP, CDP, maintained by the City and incorporated herein by reference along with evidence and testimony provided at said noticed public hearing; and

WHEREAS, at their meeting of March 5, 2018, the Planning Commission recommended the approval of the Conditional Use Permit ("CUP") based on the required findings and subject to conditions of approval; and

WHEREAS, the City Council of the City of National City, at their meeting of March 20, 2018, considered the Planning Commission's recommendation, and after hearing public comment, voted to set the item for public hearing to receive a staff report, additional information, and public testimony in order to allow the Council to discuss and consider the matter further before rendering a decision; and

WHEREAS, the City Council considered a Conditional Use Permit and Coastal Development Permit for a gas station and convenience store with beer and wine sales to be located at 724 Civic Center Drive in the Coastal Zone at a duly advertised public hearing held on April 17, 2018, at which time oral and documentary evidence was presented; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State and City law; and

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the testimony and evidence presented to the City Council at a public hearing held on April 17, 2018, support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience or welfare, or material injurious to persons, property or improvements in the vicinity and zone in which the property is located because the census tract in which the subject property is located is currently over-concentrated with regard to off-scale alcohol outlets – five off-sale outlets are permitted where four are recommended by the California Department of Alcoholic Beverage Control – and the area has a high crime rate.

Resolution No. 2018 – April 17, 2018 Page Two

- 2. That the proposed use is not deemed essential and desirable to the public convenience and necessity because five other off-sale alcohol outlets are located in the same census tract as the subject property.
- That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

PASSED and ADOPTED this 17th day of April, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	4

The following page(s) contain the backup material for Agenda Item: Public Hearing to consider whether to adopt a Resolution of the City Council of the City of National City approving or denying a Zone Variance to waive the minimum street wall requirement for a multi-family development located at 1628 Orange Street. (Appl

# CITY OF NATIONAL CITY, CALIFORNIA **COUNCIL AGENDA STATEMENT**

**MEETING DATE: AGENDA ITEM NO.** April 17, 2018

#### ITEM TITLE:

Public Hearing and Resolution of the City Council of the City of National City approving or denying a Zone Variance to waive the minimum street wall requirement for a multi-family development located at 1628 Orange Street. (Applicant: Keith Robinson) (Case File 2017-27 Z)

PREPARED BY: Martin Reeder, AICP

DEPARTMENT: Plan

**APPROVED BY** 

# **EXPLANATION:**

PHONE: (619) 336-4313

The applicant wishes to develop a multi-family development consisting of four buildings with 40 bedrooms. Because the property is accessed via a 30-foot wide road easement, the project cannot provide the 75% street wall required in the MXC-1 zone (at least 75% of the building's front wall needs to be built within 10 feet of the property line). The applicant has applied for a Zone Variance to waive this minimum requirement. The use is allowed by right, only the street wall is the subject of this application

Planning Commission conducted a public hearing on March 5, 2018 and voted 4-2 to recommend approval of the Zone Variance based on attached findings and Conditions of Approval.

City Council considered a Notice of Decision of the Planning Commission's approval of the CUP at their meeting of March 20, 2018, and after hearing public comment, voted to set the item for public hearing.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:	APPROVED:	Finance
ACCOUNT NO.	APPROVED:	MIS

#### **ENVIRONMENTAL REVIEW:**

Categorical Exemption - Class 32, Section 15332 (In-Fill Development Projects)

FINAL ADOPTION: ORDINANCE: INTRODUCTION:

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the Zone Variance.

#### **BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the Zone Variance.

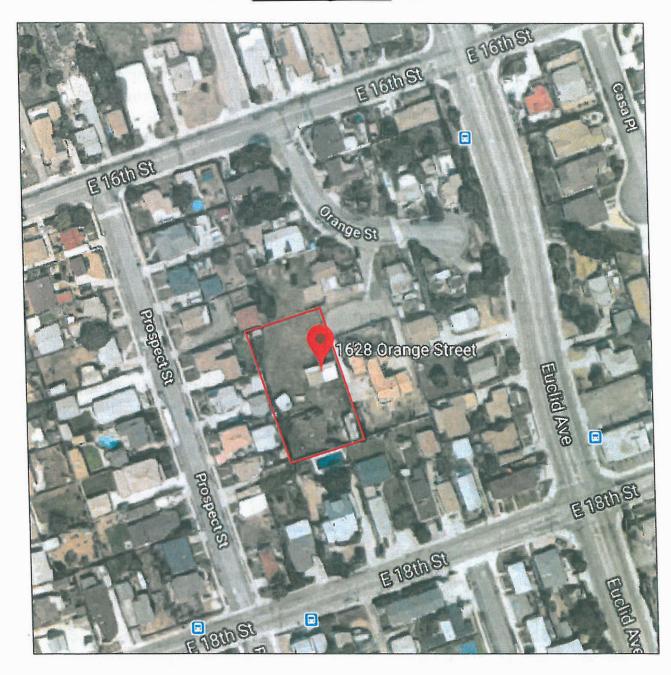
Ayes: Yamane, Sendt, Garcia, Quintero Noes: Flores, Dela Paz Absent: Baca

#### **ATTACHMENTS:**

- 1. Overhead 5. CEQA Notice of Exemption
- 2. Background Report Planning Commission Resolution 2018-04 (a) 6.
- 3. Recommended Findings & Conditions 7. Public Hearing Notice
- 4. Reduced Plans Resolutions 8.

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**2017-27 Z** – <u>1628 Orange Street</u> – Overhead



**ATTACHMENT 1** 

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#### BACKGROUND REPORT

#### Staff Recommendation

Staff recommends approval of the proposed multi-family development in the MXC-1 zone. The property lacks useable street frontage, making it impossible for any project proposed for this site to meet the development requirement of a 75% minimum street wall. Denial of the Zone Variance would assure that the site will continue to remain undeveloped. The proposal is consistent with all required findings of approval and would be consistent with all other regulations.

#### **Executive Summary**

The applicant wishes to develop a multi-family development consisting of four buildings and 40 bedrooms. Because the property is accessed via a 30-foot wide road easement, the project cannot provide the 75% street wall required in the MXC-1 zone (at least 75% of the building's front wall needs to be built within 10 feet of the property line). The applicant has applied for a Zone Variance to waive this minimum requirement. The use (multi-unit residential) is allowed by right, only the street wall is the subject of this application

#### Site Characteristics

The 21,700 square-foot lot is located on the west side of Orange Street and south of East 16<sup>th</sup> Street on a cul-de-sac in the MXC-1 (Minor Mixed-Use Corridor) zone. The property is 108.50 feet wide and 200 feet deep. The property is accessed via an easement from Orange Street that is considered a public street. The easement is 30 feet in width and has the appearance of a driveway. The subject lot is currently undeveloped.

#### **Proposed Use**

The applicant is proposing to construct four multi-family dwelling units of approximately 4,500 to 5,000 square feet each. Each dwelling would include a common area consisting of a kitchen, dining, and recreational area, as well as 10 bedrooms. Each bedroom has a closet and bathroom and measures approximately 200 to 250 square feet in size. The units also include storage, parking, outdoor patios, and roof decks. The site plan shows 37 on-site parking spaces (24 covered and 13 uncovered) and 3,992 square feet of open space.

#### Analysis

The Land Use Code (LUC) requires development in the MXC-1 Zone to have a minimum street wall of 75%. The intent of this requirement is to ensure that a project in a mixed-use zone is pedestrian-friendly and inviting to passersby. Because the lot only

**ATTACHMENT 2** 

has street frontage on an easement, it is not possible for a project proposed at this site to comply with this requirement. Enforcing the 75% requirement would leave a driveway that would not meet the minimum single-vehicle driveway width of 12 feet. A Fire Department-compliant driveway of 20 feet is required in this case. The only way for a project to proceed is if the street wall requirement is waived.

#### Findings for Approval

Three specific findings must be made in order to approve a Zone Variance request:

1. The lot is affected by special circumstances, including size, shape, or topography, that deprive the lot of the ability to develop per the LUC as others have in the area.

In this case the property has no useable street frontage and therefore cannot meet the street wall requirement. If the street wall minimum was enforced on the 30-foot wide access road, only seven and a half feet would remain for vehicle access.

2. That granting of the Variance does not constitute a granting of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.

In this case no other property in the same neighborhood and zone were required to have a minimum street wall. This is primarily because the 75% street wall requirement was only enacted upon the creation of the MXC-1 zone in 2011.

3. That the Variance does not authorize a use that is not otherwise allowed in the zone.

The proposed use of the property for multi-family residences is consistent with the mixeduse zoning requirement.

#### Finding for Denial

One finding for denial is also included as follows:

1. Although the property is currently zoned for mixed-use, the surrounding properties are single-family dwellings. Granting the variance would permit a project that does not fit in with the character of the neighborhood. The mixed-use zone is supposed to allow for walkable projects, but with a lack of street frontage, walkability would not be met with the proposed project.

# Conditions of Approval

Comments were received from the Engineering Department regarding requirements for drainage, storm water, sewage, and the use of the City street. Comments were also provided by the Fire Department regarding fire code, back-flow, and fire vehicle access. The Building Department requires that the project meet building code. Comments from all departments are included as Conditions of Approval.

# California Environmental Quality Act (CEQA)

The project would qualify as exempt under Class 32, Section 15332 (In-Fill Development Projects). The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. The project is consistent with the applicable general plan designation and policies, zoning designation and regulations, and will not affect endangered, rare, or threatened species.

#### Planning Commission hearing

The Planning Commission conducted a public hearing on March 5, 2018. Commissioners asked questions regarding traffic, neighborhood compatibility, and housing options. Seven residents spoke in opposition to the project citing concerns with traffic, parking, and neighborhood compatibility. The Commission voted to recommend approval of the Zone Variance based on attached findings and Conditions of Approval.

# Summary

Because of the property's lack of useable street frontage, it is not possible for a project proposed for this site to meet the development requirement of a 75% minimum street wall. If a Variance for this property is denied, the site will continue to remain undeveloped. The proposal is consistent with all required findings of approval and would be consistent with all other regulations.

#### **OPTIONS**

- 1. Approve 2017-27 Z subject to the conditions listed below, based on the attached findings, or findings to be determined by the City Council; or
- 2. Deny 2017-27 Z based on the attached finding or findings to be determined by the City Council; or,
- 3. Continue the item to a specific date in order to obtain additional information.

#### RECOMMENDED FINDINGS FOR APPROVAL

2017-27 Z, 1628 Orange Street

- 1. Because of special circumstances applicable to the property, including size, shape, or topography, the strict application of Title 18 of the Municipal Code (Zoning) deprives such property of privileges enjoyed by other properties in the vicinity and under the identical zone classification. In this case the property has no useable street frontage and therefore cannot meet the street wall requirement. If the street wall minimum was enforced on the 30-foot wide access road, it would leave only seven and a half feet for vehicle access.
- 2. The requested Variance is subject to such conditions which will assure that the adjustment authorized will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated. In this case there is no other property in the same neighborhood and zone that has the required street wall.
- 3. The Variance does not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the parcel of property. The proposed use of multi-family residential is consistent with the zoning requirement as it is permitted in the MXC-1 zone.

#### RECOMMENDED FINDING FOR DENIAL

2017-27 Z, 1628 Orange Street

Although the property is currently zoned for mixed-use, the surrounding properties
are single-family dwellings. Granting the variance would permit a project that does
not fit in with the character of the neighborhood. The mixed-use zone is supposed to
allow for walkable projects, but with a lack of street frontage, walkability would not be
met with the proposed project.

ATTACHMENT 3

#### RECOMMENDED CONDITIONS OF APPROVAL

2017-27 Z, 1628 Orange Street

#### General

- 1. This Zone Variance authorizes a waiver of the minimum street wall requirement of 75% for a project located at 1628 Orange Street. Plans shall be consistent with Exhibit A, Case File No. 2017-27 Z, dated 1/23/2018.
- 2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.
- 3. Before this Zone Variance shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Zone Variance. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Zone Variance are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.

#### **Planning**

- 4. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. All landscaping and irrigation improvements shall be maintained for the life of the project.
- 5. Storage space of not less than one hundred fifty cubic feet for each unit plus fifty cubic feet for each additional bedroom more than one is required. The area utilized by mechanical equipment (e.g., water heater, furnace, etc.) may not be included in the cubic footage requirement. Bedroom closets shall not be included in the cubic footage requirement.
- 6. Plans submitted for construction shall conform to Land Use Code Section 18.42.040 (Screening mechanical equipment and elevator housing) and 18.46 (Outdoor Lighting).

#### Building

7. Plans submitted for building permits shall be consistent with the 2016 California Building, Electrical, Plumbing, Mechanical, Energy, Green and Fire Codes.

#### Fire

- 8. Plans submitted for building permits shall comply with the 2016 editions of NFPA, CFC and the current edition of the CCR.
- 9. Fire alarm and fire sprinkler shall be evaluated and installed for intended use per code.
- 10. Fire apparatus access roads shall comply with the requirements of this section (Section 5 CFC 2013) and shall extend to within 150 feet of <u>all</u> portions of the facility and <u>all</u> portions of the exterior walls of the first story of the building as measured by an <u>approved</u> route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.
- 11. The required width of emergency fire apparatus access roads shall not be **obstructed in any manner**, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas.
- 12. Parking shall not impact requirements of turn-around provision at any time.
- 13. Grade of fire apparatus road shall be within the limits established (15% Grade) by the fire code official based on fire department's apparatus.
- 14. Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.
- 15. Every building four stories or more shall be provided with not less than one standpipe for use during construction. Such standpipes shall be installed when the progress of construction is not more than 35 feet in height above the lowest level of fire department access. Such standpipes shall be provided with fire department hose connections at accessible locations adjacent to such useable stairs and the standpipe outlets shall be located adjacent to such useable stairs. Such standpipe systems shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring. On each floor there shall be provided a 2 ½ -inch valve outlet for fire department use.

- 16. Where the roof has a slope less than four units vertical in 12 units horizontal, a hose connection shall be located to serve the roof of at the highest landing of a stairway with stair access to the roof provided in accordance with the current code.
- 17. If entrance/exit gates are used, they shall be equipped with a Knox Box and emergency strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at the front of property. Please contact the National City Fire Department for the exact field location.
- 18. If an elevator is proposed, the apparatus shall meet state standards required to allow for emergency travel of an ambulance gurney.
- 19. The project shall accommodate chapters 3 and 9 of the California Fire Code\_<u>if roof top</u> <u>use is determined</u>. This may include recreation, barbecues, vegetation etc.
- 20. Fire hydrants that may be located throughout the project shall not have a separation distance greater than 300 feet. Fire hydrants shall be located within 300 feet of all locations which are roadway accessible (measurement starts from nearest public fire hydrant to project).

The following items pertain to fire hydrants:

- a) Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
- b) Fire hydrant shall be of a three-outlet design.
- 21. Provide calculations confirming flow availability to meet fire flow demands and to supply large diameter hose (4-inch).
- 22. Fire hydrants shall be marked using a blue reflective marker in the roadway.
  - Upon submittal for an underground permit, the following shall be included:
  - Data sheet for Back-Flows
  - Data sheets for Private and Commercial Hydrants
  - Data sheets for Post Indicator Valves

Information on required fire hydrants back-flow devices, etc.; can be acquired from Sweetwater Authority. All pipe and their appliances shall meet industry/code standards for underground use.

- 23. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site.
- 24. Approved vehicle access for firefighting shall be provided to all construction and demolition sites. Vehicle access shall be provided to within 100 feet of temporary or

- permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
- 25. Should any plan corrections be required, the contractor must correct the plan and resubmit to the Fire Department for approval once again prior to installation.
- 26. Approval for final sign-off shall be contingent upon final field inspection and compliance with all applicable codes and ordinances.

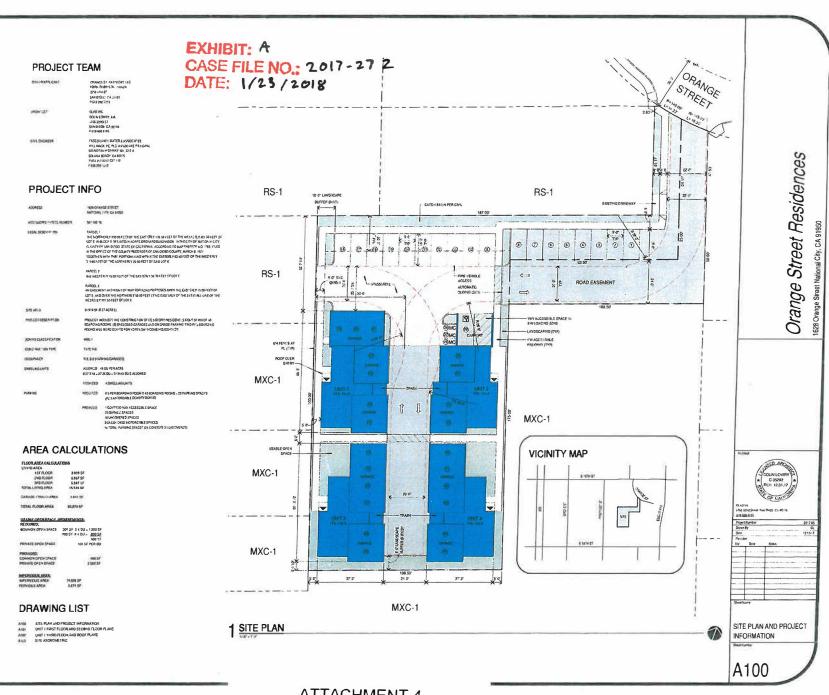
#### Engineering

- 27. A Hydrology study (100-year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
- 28. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site at the link below \*. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
  - \*http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/online-services-forms-fees.
- 29. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
- 30. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.

- 31. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.
- 32. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
- 33. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.
- 34. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
- 35.A National Pollutant Discharge Elimination System (NPDES) permit is required for discharges of storm water runoff associated with construction greater than 1 acre activity where clearing, grading, and excavation results in a land disturbance. A construction storm water permit shall be obtained from the Regional Water Quality Control Board. A copy of shall be given to the City of National City Engineering Department prior to any work beginning on the project.
- 36.A Notice of Intent (NOI) shall be filed with the Regional Water Quality Control Board (RWQCB).
- 37. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be six inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.

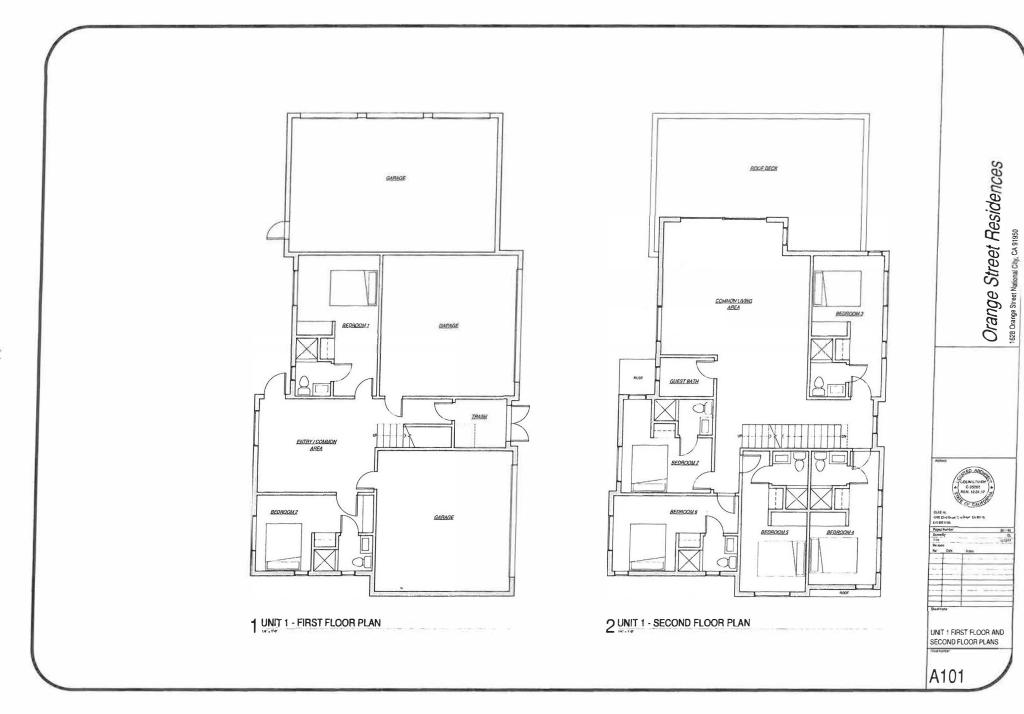
- 38. Separate street and sewer plans prepared by Registered Civil Engineer shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
- 39. A soils engineering report shall be submitted for the Engineering Department's review after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. At a minimum, the parking lot pavement sections shall be 2-inch A.C. over 4-inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
- 40. An existing 50-foot wide street easement reserved to the City of National City exists at the northerly 50 feet of Lot E of Block 5 of Map 1785 excepting the westerly 221.5 feet and the easterly 30 feet of Lot F of Map 1785 and no building encroachment will be allowed within the easement (see attached document). The easement shall be shown on the plans.
- 41. All existing survey monuments, including any benchmark within the boundaries of the project, shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
- 42. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way and any grading construction on private property.
- 43. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
- 44. The site plan shall be revised to show the existing street easement granted to the City per attached document. Parking shall conform to City of National City standards.
- 45.A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
- 46.All proposed NO PARKING zone(s) (red curbing) shall be shown in the street improvement plans.
- 47. All new dwellings are subject to a Transportation Development Impact Fee of \$2,405.00. This includes new homes, condos, and apartments.

- 48. All electrical, telephone, and similar distribution service wires for the new structure(s) shall be placed underground.
- 49.A cost estimate for all of the proposed grading, drainage, street improvements, landscaping, and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
- 50. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
- 51. The City Engineer suggests that the developer contact SDG&E to have a street light installed on the existing pole on the easterly end of the unnamed street where street parking is proposed.

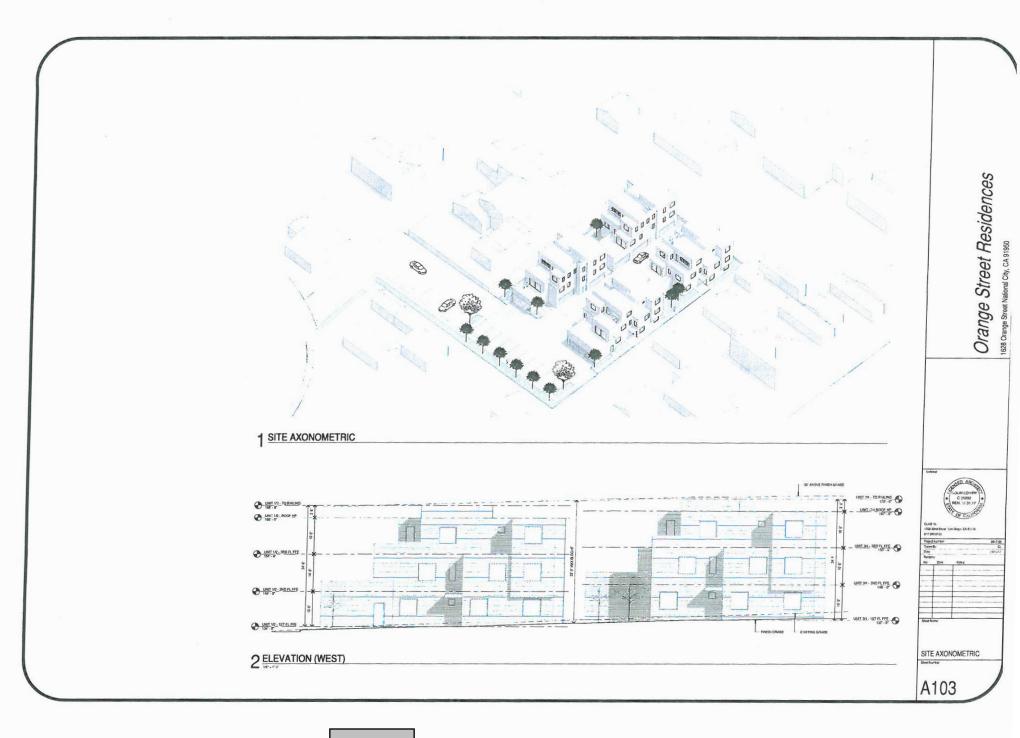


**ATTACHMENT 4** 

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# NOTICE OF EXEMPTION

TO:

Assessor/Recorder/County Clerk

Attn: Fish and Wildlife Notices 1600 Pacific Highway, Suite 260

San Diego, CA 92101

MS: A-33

Lead Agency:

City of National City

**Project Title:** 

2017-27 Z

Project Location: 1628 Orange Street, National City, CA 91950

Contact Person:

Chris Stanley

**Telephone Number**: (619) 336-4381

# Description of Nature, Purpose and Beneficiaries of Project:

Zone Variance application for waiver of a 75% street wall minimum requirement.

Applicant:

**Telephone Number:** (619) 202-7283

Keith Robinson 3559 4th St.

San Diego, CA 92103

# **Exempt Status:**

 $\boxtimes$ 

Categorical Exemption. Class 32 Section 15332 (In-Fill Development)

# Reasons why project is exempt:

It can be seen with certainty that the project will not have a significant effect on the environment, since the project exists within a fully urbanized residential area. The project is consistent with the applicable general plan designation, policies, and zoning designation and regulations. No habitat exists on the site in which the development is proposed.

Date:

CHRIS STANLEY Planning Technician

ATTACHMENT 5

# **RESOLUTION NO. 2018-04 (a)**

# A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING A ZONE VARIANCE FOR THE WAIVER OF A STREET WALL REQUIREMENT

LOCATED AT 1628 ORANGE STREET CASE FILE NO. 2017-27 Z APN: 561-160-16

WHEREAS, the Planning Commission of the City of National City considered a Zone Variance for a waiver of a street wall requirement for a property located at 1628 Orange Street at a duly advertised public hearing held on March 5, 2018, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2017-27 Z maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on March 5, 2018, support the following findings:

- That the lot is affected by special circumstances, including size, shape, or topography, that deprive the lot of the ability to develop per the Land Use Code as others in the area have, because the property has no useable street frontage and therefore cannot meet the street wall requirement.
- 2. That granting of the Variance does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated, because no other property in the same neighborhood and zone was required to have a minimum street wall. This is primarily because the 75% street wall requirement was only enacted upon the creation of the MXC-1 zone in 2011.
- That the Variance does not authorize a use that is not otherwise allowed in the zone, because the proposed use of the property for multi-family residences is consistent with the mixed-use zoning requirement.
- 4. That the proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA); staff has determined that the proposed use is

categorically exempt from environmental review pursuant to Class 32 Section 15332. This section allows for in-fill development that is consistent with the general plan and zoning designation; occurs within city limits; is no more than five acres and substantially surrounded by urban uses; the site has no value as habitat for endangered, rare or threatened species; would not result in any significant effects relating to traffic, noise, air quality, or water quality; and can be adequately served by all required utilities and public services. The addition in questions is consistent with this exemption.

BE IT FURTHER RESOLVED that the application for a Zone Variance is approved subject to the following conditions:

#### General

- This Zone Variance authorizes a waiver of the minimum street wall requirement of 75% for a project located at 1628 Orange Street. Plans shall be consistent with Exhibit A, Case File No. 2017-27 Z, dated 1/23/2018.
- 2. Before this Zone Variance shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Zone Variance. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Zone Variance are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
- This permit shall become null and void if not exercised within one year after adoption
  of the Resolution of approval unless extended according to procedures specified in
  Section 18.12.040 of the Municipal Code.

#### Planning

4. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. All landscaping and irrigation improvements shall be maintained for the life of the project.

- 5. Storage space of not less than one hundred fifty cubic feet for each unit plus fifty cubic feet for each additional bedroom more than one is required. The area utilized by mechanical equipment (e.g., water heater, furnace, etc.) may not be included in the cubic footage requirement. Bedroom closets shall not be included in the cubic footage requirement.
- Plans submitted for construction shall conform to Land Use Code Section 18.42.040 (Screening mechanical equipment and elevator housing) and 18.46 (Outdoor Lighting).

#### Building

7. Plans submitted for building permits shall be consistent with the 2016 California Building, Electrical, Plumbing, Mechanical, Energy, Green and Fire Codes.

#### Fire

- 8. Plans submitted for building permits shall comply with the 2016 editions of NFPA, CFC and the current edition of the CCR.
- 9. Fire alarm and fire sprinkler shall be evaluated and installed for intended use per code.
- 10. Fire apparatus access roads shall comply with the requirements of this section (Section 5 CFC 2013) and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.
- 11. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas.

- 12. Parking shall not impact requirements of turn-around provision at any time.
- 13. Grade of fire apparatus road shall be within the limits established (15% Grade) by the fire code official based on fire department's apparatus.
- 14. Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.
- 15. Every building four stories or more shall be provided with not less than one standpipe for use during construction. Such standpipes shall be installed when the progress of construction is not more than 35 feet in height above the lowest level of fire department access. Such standpipes shall be provided with fire department hose connections at accessible locations adjacent to such useable stairs and the standpipe outlets shall be located adjacent to such useable stairs. Such standpipe systems shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring. On each floor there shall be provided a 2 ½ -inch valve outlet for fire department use.
- 16. Where the roof has a slope less than four units vertical in 12 units horizontal, a hose connection shall be located to serve the roof of at the highest landing of a stairway with stair access to the roof provided in accordance with the current code.
- 17. If entrance/exit gates are used, they shall be equipped with a Knox Box and emergency strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at the front of property. Please contact the National City Fire Department for the exact field location.
- 18.If an elevator is proposed, the apparatus shall meet state standards required to allow for emergency travel of an ambulance gurney.
- 19. The project shall accommodate chapters 3 and 9 of the California Fire Code\_if roof top use is determined. This may include recreation, barbecues, vegetation etc.
- 20. Fire hydrants that may be located throughout the project shall not have a separation distance greater than 300 feet. Fire hydrants shall be located within 300 feet of all

locations which are roadway accessible (measurement starts from nearest public fire hydrant to project).

The following items pertain to fire hydrants:

- a) Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
- b) Fire hydrant shall be of a three-outlet design.
- 21. Provide calculations confirming flow availability to meet fire flow demands and to supply large diameter hose (4-inch).
- 22. Fire hydrants shall be marked using a blue reflective marker in the roadway.
- 23. Upon submittal for an underground permit, the following shall be included:
  - Data sheet for Back-Flows
  - Data sheets for Private and Commercial Hydrants
  - Data sheets for Post Indicator Valves

Information on required fire hydrants back-flow devices, etc.; can be acquired from Sweetwater Authority. All pipe and their appliances shall meet industry/code standards for underground use.

- 24. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site.
- 25. Approved vehicle access for firefighting shall be provided to all construction and demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
- 26. Should any plan corrections be required, the contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.
- 27. Approval for final sign-off shall be contingent upon final field inspection and compliance with all applicable codes and ordinances.

# Engineering

- 28. A Hydrology study (100-year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
- 29. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site at the link below \*. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
  - \*http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/online-services-forms-fees.
- 30. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
- 31.All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
- 32. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation

mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.

- 33. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.

  A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.
- 34. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
- 35.A National Pollutant Discharge Elimination System (NPDES) permit is required for discharges of storm water runoff associated with construction greater than 1 acre activity where clearing, grading, and excavation results in a land disturbance. A construction storm water permit shall be obtained from the Regional Water Quality Control Board. A copy of shall be given to the City of National City Engineering Department prior to any work beginning on the project.
- 36.A Notice of Intent (NOI) shall be filed with the Regional Water Quality Control Board (RWQCB).
- 37. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be six inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.

- 38. Separate street and sewer plans prepared by Registered Civil Engineer shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
- 39.A soils engineering report shall be submitted for the Engineering Department's review after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. At a minimum, the parking lot pavement sections shall be 2-inch A.C. over 4-inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
- 40. An existing 50-foot wide street easement reserved to the City of National City exists at the northerly 50 feet of Lot E of Block 5 of Map 1785 excepting the westerly 221.5 feet and the easterly 30 feet of Lot F of Map 1785 and no building encroachment will be allowed within the easement (see attached document). The easement shall be shown on the plans.
- 41. All existing survey monuments, including any benchmark within the boundaries of the project, shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
- 42.A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way and any grading construction on private property.
- 43. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
- 44. The site plan shall be revised to show the existing street easement granted to the City per attached document. Parking shall conform to City of National City standards.

- 45.A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
- 46.All proposed NO PARKING zone(s) (red curbing) shall be shown in the street improvement plans.
- 47. All new dwellings are subject to a Transportation Development Impact Fee of \$2,405.00. This includes new homes, condos, and apartments.
- 48. All electrical, telephone, and similar distribution service wires for the new structure(s) shall be placed underground.
- 49. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping, and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
- 50. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
- 51. The City Engineer suggests that the developer contact SDG&E to have a street light installed on the existing pole on the easterly end of the unnamed street where street parking is proposed.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

#### **CERTIFICATION:**

This certifies that the Resolution was adopted by the Planning Commission at their meeting of March 5, 2018, by the following vote:

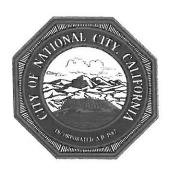
AYES: Yamane, Sendt, Garcia, Quintero

NAYS: Flares, Dela Paz

ABSENT: Baca

ABSTAIN: None

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# CITY OF NATIONAL CITY Office of the City Clerk

1243 National City Blvd., National City, California 91950 619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

# NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the City Council of the City of National City will hold a Public Hearing after the hour of <u>6:00 p.m.</u>, **Tuesday, April 17, 2018**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

# ZONE VARIANCE FOR THE WAIVER OF MINIMUM STREET WALL REQUIREMENTS FOR A PROPERTY LOCATED AT 1628 ORANGE STREET.

The Planning Commission conducted a public hearing at their meeting of March 5, 2018 and voted to recommend approval of the Zone Variance by a vote of 4 to 2 with one member absent.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

March 22, 2018	
,	Michael R. Dalla, CMC
	City Clerk

ATTACHMENT 7

#### RESOLUTION 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A ZONE VARIANCE TO WAIVE THE MINIMUM STREET WALL REQUIREMENT FOR A MULTI-FAMILY DEVELOPMENT LOCATED AT 1628 ORANGE STREET (CASE FILE NO. 2017-27 Z) (APN: 561-160-16)

WHEREAS, the Planning Commission of the City of National City considered a Zone Variance to waive the minimum street wall requirement for a multi-family development located at 1628 Orange Street at a duly advertised public hearing held on March 5, 2018, at which time oral and documentary evidence was presented; and

WHEREAS, at said public hearing the Planning Commission considered the staff report contained in Case File No. 2017-27 Z, maintained by the City and incorporated herein by reference along with evidence and testimony provided at said hearing; and

WHEREAS, at their meeting of March 5, 2018, the Planning Commission recommended the approval of the Conditional Use Permit ("CUP") based on the required findings and subject to conditions of approval; and

WHEREAS, the City Council of the City of National City, at their meeting of March 20, 2018, considered the Planning Commission's recommendation, and after hearing public comment, voted to set the item for public hearing to receive a staff report, additional information, and public testimony in order to allow the Council to discuss and consider the matter further before rendering a decision; and

WHEREAS, the City Council considered a Zone Variance to waive the minimum street wall requirement for a multi-family development located at 1628 Orange Street at a duly advertised public hearing held on April 17, 2018, at which time oral and documentary evidence was presented; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State and City law; and

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the testimony and evidence presented to the City Council at a public hearing held on April 17, 2018 support the following findings:

Because of special circumstances applicable to the property, including size, shape, or topography, the strict application of Title 18 of the Municipal Code (Zoning) deprives such property of privileges enjoyed by other properties in the vicinity and under the identical zone classification. In this case, the property has no useable street frontage and therefore cannot meet the street wall requirement. If the street wall minimum was enforced on the 30-foot wide access road, it would leave only seven and a half feet for vehicle access.

Resolution No. 2018 – April 17, 2018 Page Two

- 2. The requested Variance is subject to conditions that will assure that the adjustment authorized will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated. In this case, there is no other property in the same neighborhood and zone that has the required street wall.
- 3. The Variance does not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the parcel of property. The proposed use of multi-family residential is consistent with the zoning requirement as it is permitted in the MXC-1 zone.

BE IT FURTHER RESOLVED that the application for Zone Variance is approved subject to the following conditions:

#### General

- This Zone Variance authorizes a waiver of the minimum street wall requirement of 75% for a project located at 1628 Orange Street. Plans shall be consistent with Exhibit "A", Case File No. 2017-27 Z, dated January 23, 2018.
- This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.
- 3. Before this Zone Variance shall become effective, the applicant and the property owner, both, shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Zone Variance. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Zone Variance are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney, and signed by the City Manager or designee prior to recordation.

## **Planning**

- A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. All landscaping and irrigation improvements shall be maintained for the life of the project.
- 5. Storage space of not less than one hundred fifty cubic feet for each unit, plus fifty cubic feet for each additional bedroom more than one is required. The area utilized by mechanical equipment (e.g., water heater, furnace, etc.) may not be included in the cubic footage requirement. Bedroom closets shall not be included in the cubic footage requirement.

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 Plans submitted for construction shall conform to Land Use Code Section 18.42.040 (Screening mechanical equipment and elevator housing) and Section 18.46 (Outdoor Lighting).

# Building

 Plans submitted for building permits shall be consistent with the 2016 California Building, Electrical, Plumbing, Mechanical, Energy, Green, and Fire Codes.

## **Fire**

- Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
- 9. Fire alarm and fire sprinkler shall be evaluated and installed for intended use per code.
- Fire apparatus access roads shall comply with the requirements of California Fire Code Section 5 and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.
- 11. The required width of emergency fire apparatus access roads shall not be **obstructed in any manner**, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through the site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas.
- 12. Parking shall not impact requirements of turn-around provision at any time.
- 13. Grade of fire apparatus road shall be within the limits established (15% Grade) by the fire code official based on fire department's apparatus.
- 14. Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.
- 15. Every building four stories or more shall be provided with not less than one standpipe for use during construction. Such standpipes shall be installed when the progress of construction is not more than 35 feet in height above the lowest level of fire department access. Such standpipes shall be provided with fire department hose connections at

accessible locations adjacent to such useable stairs, and the standpipe outlets shall be located adjacent to such useable stairs. Such standpipe systems shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring. On each floor there shall be provided a 2 ½ -inch valve outlet for fire department use.

- 16. Where the roof has a slope less than four units vertical in 12 units horizontal, a hose connection shall be located to serve the roof at the highest landing of a stairway with stair access to the roof provided in accordance with the current code.
- 17. If entrance/exit gates are used, they shall be equipped with a Knox Box and emergency strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at the front of property. Please contact the National City Fire Department for the exact field location.
- 18. If an elevator is proposed, the apparatus shall meet state standards required to allow for emergency travel of an ambulance gurney.
- 19. The project shall accommodate Chapters 3 and 9 of the California Fire Code if roof top use is determined. This may include recreation, barbecues, vegetation, etc.
- 20. Fire hydrants that may be located throughout the project shall not have a separation distance greater than 300 feet. Fire hydrants shall be located within 300 feet of all locations that are roadway accessible (measurement starts from nearest public fire hydrant to project).

The following items pertain to fire hydrants:

- 1. Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
- Fire hydrant shall be of a three-outlet design.
- 21. Provide calculations confirming flow availability to meet fire flow demands and to supply large diameter hose (4-inch).
- 22. Fire hydrants shall be marked using a blue reflective marker in the roadway.
  - A. Upon submittal for an underground permit, the following shall be included:
    - (1) Data sheet for Back-Flows
    - (2) Data sheets for Private and Commercial Hydrants
    - (3) Data sheets for Post Indicator Valves

Information on required fire hydrants back-flow devices, etc.; can be acquired from Sweetwater Authority. All pipes and their appliances shall meet industry/code standards for underground use.

23. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site.

Resolution No. 2018 – April 17, 2018 Page Five

- 24. Approved vehicle access for firefighting shall be provided to all construction and demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
- 25. Should any plan corrections be required, the contractor must correct the plan and resubmit to the Fire Department for approval once again prior to installation.
- 26. Approval for final sign-off shall be contingent upon final field inspection and compliance with all applicable codes and ordinances.

### Engineering

- 27. A Hydrology study (100-year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
- 28. The Storm Water BMP Requirements Applicability Form I-1, and if required, I-2 checklist for the National Pollutant Discharge Elimination System (NPDES), is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review to City departments. The checklist is available at the Engineering Division web site at the link below.\* If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP), documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

\*http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/online-services-forms-fees.

- 29. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations, which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
- 30. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.

Resolution No. 2018 – April 17, 2018 Page Six

- 31. The property owner, or its successors and assigns, shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.
- 32. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
- 33. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.
- 34. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
- 35. A National Pollutant Discharge Elimination System (NPDES) permit is required for discharges of storm water runoff associated with construction greater than 1 acre activity where clearing, grading, and excavation results in a land disturbance. A construction storm water permit shall be obtained from the Regional Water Quality Control Board. A copy shall be given to the City of National City Engineering Department prior to any work beginning on the project.
- A Notice of Intent (NOI) shall be filed with the Regional Water Quality Control Board (RWQCB).
- 37. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be six inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
- 38. Separate street and sewer plans prepared by a Registered Civil Engineer shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.

Resolution No. 2018 – April 17, 2018 Page Seven

- 39. A soils engineering report shall be submitted for the Engineering Department's review after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure, and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. At a minimum, the parking lot pavement sections shall be 2-inch A.C. over 4-inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
- 40. An existing 50-foot wide street easement reserved to the City of National City exists at the northerly 50 feet of Lot E of Block 5 of Map 1785, excepting the westerly 221.5 feet and the easterly 30 feet of Lot F of Map 1785, and no building encroachment will be allowed within the easement (see attached document). The easement shall be shown on the plans.
- 41. All existing survey monuments, including any benchmark within the boundaries of the project, shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the Engineering Department as soon as filed.
- 42. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way and any grading construction on private property.
- 43. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
- 44. The site plan shall be revised to show the existing street easement granted to the City per attached document. Parking shall conform to City of National City standards.
- 45. A title report shall be submitted to the Engineering Department after the Planning Commission approval for review of all existing easements and the ownership at the property.
- 46. All proposed NO PARKING zone(s) (red curbing) shall be shown in the street improvement plans.
- 47. All new dwellings are subject to a Transportation Development Impact Fee of \$2,405.00. This includes new homes, condos, and apartments.
- 48. All electrical, telephone, and similar distribution service wires for the new structure(s) shall be placed underground.

Resolution No. 2018 – April 17, 2018 Page Eight

- 49. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping, and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
- 50. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
- 51. The City Engineer suggests that the developer contact SDG&E to have a street light installed on the existing pole on the easterly end of the unnamed street where street parking is proposed.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

PASSED and ADOPTED this 17th day of April, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

#### RESOLUTION 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY DENYING A ZONE VARIANCE TO WAIVE THE MINIMUM STREET WALL REQUIREMENT FOR A MULTI-FAMILY DEVELOPMENT LOCATED AT 1628 ORANGE STREET (CASE FILE NO. 2017-27 Z) (APN: 561-160-16)

WHEREAS, the Planning Commission of the City of National City considered a Zone Variance to waive the minimum street wall requirement for a multi-family development located at 1628 Orange Street at a duly advertised public hearing held on March 5, 2018, at which time oral and documentary evidence was presented; and

WHEREAS, at said public hearing the Planning Commission considered the staff report contained in Case File No. 2017-27 Z, maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and

WHEREAS, the Planning Commission at their meeting of March 5, 2018, recommended the approval of the Conditional Use Permit ("CUP") based on the required findings and subject to conditions of approval; and

WHEREAS, the City Council, at their meeting of March 20, 2018, considered the Planning Commission's recommendation, and after hearing public comment, voted to set the item for public hearing to receive a staff report, additional information, and public testimony in order to allow the Council to discuss and consider the matter further before rendering a decision; and

WHEREAS, the City Council considered a Zone Variance to waive the minimum street wall requirement for a multi-family development located at 1628 Orange Street at a duly advertised public hearing held on April 17, 2018, at which time oral and documentary evidence was presented; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State and City law; and

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the testimony and evidence presented to the City Council at a public hearing held on April 17, 2018, support the following findings:

- Although the property is currently zoned for mixed-use, the surrounding properties are single-family dwellings. Granting the variance would permit a project that does not fit in with the character of the neighborhood.
- 2. The mixed-use zone is supposed to allow for walkable projects, but with a lack of street frontage, walkability would not be met with the proposed project.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

[Signature Page to Follow]

Resolution	No.	2018	_
Page Two			

# PASSED and ADOPTED this 17<sup>th</sup> day of April, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) ratifying the declaration of emergency work to repair portions of a deteriorated sewer main and lateral in response to a wastewater discharge; and 2) ratifying the waiving of competitive bidd

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018 AGENDA ITEM NO.

#### ITEM TITLE:

Resolution of the City Council of the City of National City, 1) ratifying the declaration of emergency work to repair portions of a deteriorated sewer main and lateral in response to a wastewater discharge; and 2) ratifying the waiving of competitive bidding procedures under emergency conditions consistent with the provisions included in Section 22050 "Emergency Contracting Procedures" of the California Public Contract Code and Chapter 2.62 "Alternative Bid Procedures for Public Projects," Section 2.62.070 "Emergencies" of the National City Municipal Code.

PREPARED BY: Stephen Manganiello, City Engineer **DEPARTMENT:** Engineering / Public Works PHONE: 619-336-4382 APPROVED BY: the Mangamid **EXPLANATION:** See attached. FINANCIAL STATEMENT: APPROVED: **Finance** ACCOUNT NO. **APPROVED:** MIS Funds available in account # 125-409-500-598-2024 (Sewer System Improvements) **ENVIRONMENTAL REVIEW:** N/A ORDINANCE: INTRODUCTION: **FINAL ADOPTION: STAFF RECOMMENDATION:** Adopt Resolution ratifying the declaration of emergency work to repair portions of a deteriorated sewer main and lateral in response to a wastewater discharge and ratifying the waiving of competitive bidding procedures under

#### **ATTACHMENTS:**

N/A

1. Explanation

emergency conditions.

**BOARD / COMMISSION RECOMMENDATION:** 

- 2. Attachments
- 3. Resolution

#### Explanation

On February 25, 2018, City Public Works wastewater crews were called out to respond to a sewer lower lateral blockage at 1426 Euclid Avenue. Lower lateral is defined as the portion of sewer lateral from the property line to the sewer main. Wastewater crews were unable to break the stoppage due to the unusual configuration of the lateral and a joint separation between pipe segments caused by root intrusion. However, they were able to provide a temporary bypass to allow the residents to use water.

On February 26, 2018, Public Works wastewater crews performed a video survey of the sewer main line, which runs under the alley located to the south of E. 14<sup>th</sup> Street and east of Euclid Avenue. The video identified significant cracks originating from a cavity within the main line where it connects to the sewer lateral. Public Works immediately notified me of the situation, as well as the temporary measures implemented to address the lower lateral blockage at 1426 Euclid Avenue. The crews also reminded me that on January 29, 2018, they were called out to respond to a sewer main blockage that resulted in wastewater discharging out of the bathroom of the residence located at 1516 Euclid Avenue (two properties upstream of 1426 Euclid Avenue). Given the proximity of these two incidents and the existing condition of the sewer main, it is clear that the two incidents are related.

In order to remove the blockage and prevent further wastewater discharges, approximately 30 feet of failed sewer main and the entire lower sewer lateral needed to be replaced immediately. Since the main is located at a depth of approximately 15' feet, our wastewater crews could not complete the required repairs. Therefore, staff contacted several qualified contractors to determine availability. Only one qualified contractor, Basile Construction, Inc., was readily available to perform the work. Staff immediately drafted a contract and notified the City Manager of the situation.

Upon execution, the City Engineer authorized Basile Construction, Inc. to start work on a time and materials basis (see copy of attached agreement). After holding a preconstruction meeting on site, work commenced on March 1, 2018 and was substantially completed on March 2, 2018. The final costs are expected to be approximately \$25,000. Funding is available in the Sewer System Improvements Capital Improvement Program expenditure account through prior Sewer Fund appropriations.

A memorandum was subsequently submitted to the City Manager to provide a written explanation for actions taken to secure an appropriate emergency contract to repair the sewer main and lateral (see attached).

Staff requests the following City Council actions: 1) ratify the declaration of emergency work to repair portions of a deteriorated sewer main and lateral in response to a wastewater discharge; and 2) ratify the waiving of competitive bidding procedures under emergency conditions consistent with the provisions included in Section 22050 "Emergency Contracting Procedures" of the California Public Contract Code (PCC) and Chapter 2.62 "Alternative Bid Procedures for Public Projects," Section 2.62.070 "Emergencies" of the National City Municipal Code.

Section 22050 of the PCC requires a four-fifths vote of the City Council for ratifications.



# CITY OF NATIONAL CITY MEMORANDUM

DATE:

April 5, 2018

TO:

Leslie Deese, City Manager

FROM:

Stephen Manganiello, Director, Engineering and Public Works Department

-

SUBJECT:

Emergency contract with Basile Construction, Inc.

On Sunday, February 25, 2018, Public Works wastewater crews were called out to a sewer lower lateral blockage. Lower lateral is defined as the portion of sewer lateral from the property line to the sewer main. While the property owner is responsible for sewer lateral maintenance, if a licensed plumber is unable to break a stoppage, City crews will provide assistance for repairs to the lower lateral. Wastewater crews were unable to break the stoppage due to the sewer lateral configuration at 1426 Euclid Avenue, and a joint separation between pipe segments caused by root intrusion, however, they were able to provide a temporary bypass to allow the residents to use water.

On Monday, February 26, 2018, our wastewater crew video surveyed the sewer main line and identified critical cracks originating from a cavity within the main line at the location of the sewer lateral connection to the main line. Public Works immediately notified me of the situation, as well as the temporary measure installed to address the lower lateral blockage at 1426 Euclid Avenue. At a depth of approximately 15' feet, our wastewater crew could not complete the repair internally. Based on the deteriorated condition of the lower lateral to sewer main connection and previous failure of the sewer main and the direct impact to the residents in the area, I determined that the situation constituted a threat to public health and safety and immediate corrective action was required.

City crews had previously been called out to a sewer main blockage on January 29, 2018, that resulted in wastewater discharging out of the bathroom at 1516 Euclid Avenue (two properties upstream of 1426 Euclid Avenue). Risk Management is currently working to address the claims that arose from the incident. Given the existing condition of the sewer main, the two incidents are related.

Given the urgency of the situation, and under the rule of municipal code section 2.60.230, I immediately contracted with Basile Construction, Inc. to complete the necessary sewer main and lateral repairs. Work started on March 1, 2018 and was substantially completed by March 2, 2018. The cost to complete the project is expected to be approximately \$25,000.

This memorandum serves as an explanation for actions taken to secure an appropriate contract to repair the sewer main and laterals in the alley on East 14<sup>th</sup> Street and Euclid Avenue.

I read the explanation provided for the immediate action and corrective work done on the lower lateral to sewer main connection at 1426 Euclid Avenue. By affixing my signature, I determine that the work performed was appropriately deemed an emergency.

Leslie Deese, City Manager

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#### **OWNER - CONTRACTOR AGREEMENT**

# EMERGENCY REPAIR OF SEWER MAIN AND LATERAL IN ALLEY ON EAST 14<sup>TH</sup> STREET AND EUCLID AVENUE

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and <u>Basile Construction, Inc.</u> ("Contractor"), 7952 Armour Street, San Diego, CA 92111-3718 on the <u>28<sup>th</sup> day of February</u>, 2018, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

#### CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

#### CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents on the basis of time and materials. Payments to the Contractor shall be made in the manner described in the Special Provisions.

#### TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

#### 4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

#### 5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

#### WORKERS' COMPENSATION INSURANCE

- a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.
- b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

#### 7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

#### 8. MAINTENANCE OF AGREEMENT DOCUMENTATION

Contractor shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by Owner and copies thereof shall be furnished to Owner if requested.

#### INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

#### 10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

#### 11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

#### 12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

#### 13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

B deels
tial) (Initial)

### 14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:	Contractor:
And D	7 Andres
Leslie Deese, City Manager	(Owner/Officer signature)
Attest:  "Turkel & Pulla	PETER ALEN BASILE - PRESIDE  Print name and title
City Clerk, City of National City	Ram a Beach
	(Second officer signature if a corporation)
	Print name and title
	109579 Contractor's City Business License No.
	A 669248 State Contractor's License No. and Class
	7952 Armour St. Business street address
	San Diego, CA, 92111 City, State and Zip Code

# **EXHIBIT A**

# **CONTRACT DOCUMENTS**

Owner/Contractor Agreement
Bid Schedule
Addenda
Plans
Special Provisions (Specifications)
San Diego County Regional Standard Drawings
City of National City Standard Drawings
Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)
State Standard Specifications
State Standard Plans
California Building, Mechanical, Plumbing and Electrical Codes
Permits issued by jurisdictional regulatory agencies
Electric, gas, and communications companies specifications and standards
Sweetwater Authority specifications and standards
Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

### **EXHIBIT B**

# **CONTRACT PRICE**

ALL WORK WILL BE COMPLETED ON A TIME AND MATERIAL BASIS.

### CORPORATE CERTIFICATE

I, Dawn A. BASILE certify that I am the Secretary of the	
Corporation named as Contractor in the foregoing Contract; that	
PETER ALLEN BASILE , who signed said contract on behalf of some street of signed said contract on behalf of signed said contract on signed said cont	of the
Contractor, was then PRESIDENT of sa	aid
Corporation; that said contract was duly signed for and in behalf of said Corporation	n by
authority of its governing body and is within the scope of its corporate powers.	
I, DAWN A - BASILC certify that I am the Secretary of the	
Corporation named as Contractor in the foregoing Contract; that	
TOWN A. BASILE , who signed said contract on behalf of Contractor, was then	of the
Contractor, was then	said
Corporation; that said contract was duly signed for and in behalf of said Corporation	n by
Corporation; that said contract was duly signed for and in behalf of said Corporation authority of its governing body and is within the scope of its corporate powers.	n by
	n by

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Date Here Insert Name and Title of the Officer personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. AMBERLY D. LOPEZ WITNESS my hand and official seal. Notary Public - California San Diego County Commission # 2226773 My Comm. Expires Jan 24, 2022 Signature Place Notary Seal Above **OPTIONAL** -Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: \_\_\_ Document Date: Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Corporate Officer — Title(s): □ Corporate Officer — Title(s): □ Partner — □ Limited □ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact □ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Guardian or Conservator □ Trustee Other: □ Other: Signer is Representing: Signer Is Representing:

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# **PARTNERSHIP CERTIFICATE**

STATE OF		)		
			) ss	
COUNTY OF		)		
On this	day of	2018,	before me, the und	dersigned, a Notary
Public in and for sa	aid County and Sta	ite, personally	/ appeared:	
	<u>.</u>			
	(1	Notary Seal)		
known to me to	be		of th	ne partners of the
			t, and acknowledge	
partnership execut				
Signature:			- m,	
Name (Type or Pri	nt):			
		y Public in an	d for said County ar	d State)
My Commission ex	xpires:			



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DO/YYYY) 2/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

th	e terms and conditions of the policy rtificate holder in lieu of such endon	, ceri	ain p nt(s)	olicies may require an endorse	ment. A stat	tement on thi	s certificate does not confer r	ights to the
	UCER			CONTA	Certificate	Department		
	rignac & Associates B Street, Suite 1800			PHONE (A/C. N	o. Ext): 619-74	4-0574	FAX (A/C, No): 619-23	4-8601
	Diego CA 92101			E-MAIL ADDRE	ss: certificate	s@cavignac.	com	
					INS	URER(S) AFFOR	DING COVERAGE	NAIC #
				INSUR	RA: Traveler	s Property & C	Casualty Company of America	25674
INSU	RED tile Construction, Inc.	BASIC	ON-01	INSUR	ERB: Contine	rital Casualty	Co.	20443
	2 Armour Street			INSUR	R c : Traveler	s Indemnity C	o of Conn	25682
Sar	Diego, CA 92111			INSURI	ERD:			
				INSUR	ER E:			
				INSUR	ERF:	**		
				NUMBER: 2081093140			REVISION NUMBER:	
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INSR LTR	TYPE OF INSURANCE	ADDI	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITE	*
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	CC9C312011	6/1/2017	5/1/2018	EACH OCCURRENCE \$1,000.0	NOCO .

NSR LTR		TYPE OF INSURANCE	MODIL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	5
A	Х	CLAIMS-MADE X OCCUR	Y	Υ	CQ9C312011	6/1/2017	5/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea googreence)	\$ 1,000,000 \$ 300,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						Prop. Drng. Deduct.	\$ 25,000
¢		TOMOBILE LIABILITY	Y	Y	6109C312011	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per socident)	\$
									\$
В	X	UMBRELLA LIAB X OCCUR			6021026889	5/1/2017	5/1/2018	EACH OCCURRENCE	\$ 5,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
		DED X RETENTION\$ 10,000							\$
A		RICERS COMPENSATION OF EMPLOYERS' LIABILITY Y/N		Y	UB9C312011	5/1/2017	5/1/2018	X PER STATUTE ER	
	ANY	PROPRIETOR/PAKTNER/EXECUTIVE TO PROPRIETOR/PAKTNER/EXECUTIVE TO PROPRIETOR PAKTNER/EXECUTIVE	N/A		-		E.L. EACH ACCIDENT	\$ 1,000,000	
	(Mar	ndetory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DES	s, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD tot, Additional Ramarks Scheduls, may be statehed if more space is required)

Re: Emergency Repair of Sewer Main and Lateral in Alley on East 14th Street and Euclid Avenue. Additional Insured coverage applies to General Liability and Automobile Liability for City of National City and its elected officials, officers, employees, agents, representatives, consultants, contract employees and volunteers per policy form. Primary coverage applies to General Liability and Automobile Liability per policy form. Walver of subrogation applies to General Liability, Automobile Liability, and Workers Compensation per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER	CANCELLATION
City of National City	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1243 National City Blvd. National City CA 91950	AUTHORIZED REPRESENTATIVE

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

GENERAL DESCRIPTION OF COVERAGE — This endorsement broaders coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

#### **PROVISIONS**

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II ~ COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who is An insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV — BUSI-NESS AUTO CONDITIONS:
  - For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

#### COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

# E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (2) Up to \$3,000 for cost of ball bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV — BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "sult" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Carnada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of Insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

# H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

# L PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III — PHYSICAL DAMAGE COVER-AGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.A., Coverage Extensions, of SECTION III -- PHYSICAL DAMAGE COVERAGE:

#### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.
  We will pay up to a maximum of \$1,000 for any one "loss".

# L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known

- (a) You (if you are an individual):
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

# 5. Transfer Of Rights Of Recovery Against Others To Us

We walve any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

#### COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

#### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional ormission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

# BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- WHO IS AN INSURED (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - Supervisory, inspection, architectural or engineering activities.

- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis. this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
- 4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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- How, when and where the "occurrence" or offense took place:
- if. The names and addresses of any injured persons and witnesses; and
- III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - Immediately record the specifics of the claim or "suit" and the date received; and
  - II. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional Insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

 The following definition is added to SECTION V. - DEFINITIONS;

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- After the signing and execution of the contract or agreement by you:
- b. While that part of the contract or agreement is in effect; and
- Before the end of the policy period.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Aircraft Chartered With Pilot
- B. Damage To Premises Rented To You
- C. Increased Supplementary Payments
- D. Incidental Medical Malpractice
- E. Who is An Insured Newly Acquired Or Formed Organizations
- F. Who is An insured Broadened Named insured Unnamed Subsidiaries
- G. Blanket Additional Insured Owners, Managers Or Lessors Of Premises

#### **PROVISIONS**

#### A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I — COVERAGES — COVERAGE A BODILY IN-JURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured:
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### B. DAMAGE TO PREMISES RENTED TO YOU

- The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
- The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY

- H. Blanket Additional Insured Lessors Of Leased Equipment
- Blanket Additional Insured States Or Political Subdivisions – Permits
- J. Knowledge And Notice Of Occurrence Or Offense
- K. Unintentional Omission
- L. Blanket Waiver Of Subrogation
- M. Amended Bodily Injury Definition
- N. Contractual Liability Railroads

#### INJURY AND PROPERTY DAMAGE LI-ABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6, of SECTION III - LIMITS OF IN-SURANCE.

 The following replaces Paragraph 6. of SEC-TION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
- The following replaces Paragraph a. of the definition of "insured contract" in the DEFINI-TIONS Section:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- Any premises while rented to you or temporarily occupied by you with permission of the owner, or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
- The following replaces Paragraph 4.6.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
  - (b) That is insurance for "premises damage"; or
- Paragraph 4.b.(1)(c) of SECTION IV COMMERCIAL GENERAL LIABILITY CON-DITIONS is deleted.

## C. INCREASED SUPPLEMENTARY PAYMENTS

- The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVER-AGES A AND B of SECTION I - COVER-AGE:
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVER-AGES A AND B of SECTION I - COVER-AGES:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### D. INCIDENTAL MEDICAL MALPRACTICE

 The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of SECTION III - LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appllances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II — Who Is An Insured.

E. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4, of SECTION II – WHO IS AN INSURED:

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:
- a. Coverage under this provision is afforded only:
  - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
  - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;
- b. Coverage A does not apply to "bodily injury" or "property darmage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising Injury" arising out of an offense committed before you acquired or formed the organization.
- F. WHO IS AN INSURED BROADENED NAMED INSURED UNNAMED SUBSIDIARIES

The following is added to SECTION II - WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

# H. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

# I. BLANKET ADDITIONAL INSURED - STATES OR POLITICAL SUBDIVISIONS - PERMITS

The following is added to SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- Any "bodily Injury" or "property damage" included in the "products-completed operations hazard".
- J. KNOWLEDGE AND NOTICE OF OCCUR-RENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who is An Insured:
  - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - A partner or member of any partnership or joint venture;

## COMMERCIAL GENERAL LIABILITY

- (II) A manager of any limited liability company; or
- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph & does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

#### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

 "Bodily Injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

# N. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINI-TIONS Section:
  - c. Any easement or license agreement;
- Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

POLICY NUMBER: C09C312011, 8109C312011 ISSUE DATE: 05-01-2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **DESIGNATED ENTITY - NOTICE OF** CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

#### SCHEDULE

**CANCELLATION:** 

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal:

**PERSON OR** ORGANIZATION:

ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:

- 1. REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OR MONRENEWAL OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION; AND
- 2. IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF THE CANCELLATION OR NONRENEWAL.

#### **ADDRESS:**

THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE OF INSURANCE.

#### PROVISIONS:

- A. if we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: UB9C312011

# NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX - CONDITIONS:

### Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

#### SCHEDULE

### Name and Address of Designated Persons or Organizations:

Number of Days Notice

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

30

- 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

#### ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) - 001

POLICY NUMBER: (DTJUB-9C31201-1-17)

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 03.000 % of the California workers' compensation premium.

Schedule

**Person or Organization** 

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_

DATE OF ISSUE: 05-19-17 ST ASSIG

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Page 1 of 1

### RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING THE DECLARATION OF EMERGENCY WORK TO REPAIR PORTIONS OF A DETERIORATED SEWER MAIN AND LATERAL IN RESPONSE TO A WASTEWATER DISCHARGE, AND RATIFYING THE WAIVING OF COMPETITIVE BIDDING PROCEDURES UNDER EMERGENCY CONDITIONS, CONSISTENT WITH THE PROVISIONS INCLUDED IN CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 "EMERGENCY CONTRACTING PROCEDURES" AND NATIONAL CITY MUNICIPAL CODE CHAPTER 2.62 "ALTERNATIVE BID PROCEDURES FOR PUBLIC PROJECTS", SECTION 2.62.070 "EMERGENCIES"

WHEREAS, recently there were two incidents of sewer main blockages in close proximity to each other on Euclid Avenue; and

WHEREAS, National City Public Works wastewater crews were unable to break the stoppages due to the unusual configuration of the lateral and a joint separation between pipe segments caused by root intrusion, but were able to provide a temporary bypass to allow the residents to use water; and

WHEREAS, on February 26, 2018, Public Works wastewater crews performed a video survey of the sewer main line, which runs under the alley located to the south of East 14<sup>th</sup> Street and east of Euclid Avenue, that identified significant cracks originating from a cavity within the main line where it connects to the sewer lateral; and

WHEREAS, in order to remove the blockage and prevent further wastewater discharges, approximately 30 feet of failed sewer main and the entire lower sewer lateral needed to be replaced immediately; and

WHEREAS, because the main is located at a depth of approximately 15 feet and City wastewater crews could not complete the required repairs, several qualified contractors were contacted to determine availability, but only one qualified contractor, Basile Construction, Inc., was readily available to perform the work; and

WHEREAS, due to the emergency and in order to protect, preserve, and keep the public health and welfare, the City Manager executed an Agreement on February 28, 2018 between Basile Construction, Inc., for the immediate replacement of approximately 30 feet of failed sewer main and the entire lower sewer lateral, which was completed on March 2, 20`9; and

WHEREAS, upon execution of the Agreement, the City Engineer authorized Basile Construction, Inc., to start work on a time and materials basis, however, the final costs are expected to be approximately \$25,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby ratifies the declaration of emergency work to repair a deteriorated sewer main and lateral in response to wastewater discharge on Euclid Avenue.

BE IT FURTHER RESOLVED that the City Council finds, based on substantial evidence set forth in this Resolution and in the supporting staff report and Agreement with Basile Construction, that the emergency would not permit a delay resulting from a competitive solicitation for bids, and that the action was necessary to respond to the emergency.

Resolution No. 2018 – Page Two

BE IT FURTHER RESOLVED that the City Council ratifies the waiving of competitive bidding procedures under emergency conditions, consistent with the provisions included in California Public Contract Code Section 22050 "Emergency Contracting Procedures" and National City Municipal Code Chapter 2.62 "Alternative Bid Procedures for Public Projects", Section 2.62.070 "Emergencies".

PASSED and ADOPTED this 17th day of April, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: City Council Legislative Recess. (City Manager)

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018	AGENDA ITEM NO
ITEM TITLE: City Council Legislative Recess. (City Manager	r)
PREPARED BY: Leslie Deese, City Manager PHONE: 619-336-4240	DEPARTMENT: City Manager APPROVED BY:
EXPLANATION:	
Please see attached Staff Report.	
FINANCIAL STATEMENT:	APPROVED: Finan
ACCOUNT NO. N/A	APPROVED:
ENVIRONMENTAL REVIEW:  N/A  ORDINANCE: INTRODUCTION: FINAL ADD	OPTION:
STAFF RECOMMENDATION:	SI HON.
Request City Council direction on observing a Cit	y Council legislative recess.
BOARD / COMMISSION RECOMMENDATION: N/A	
ATTACHMENTS:	
1. Staff Report	

## City Council Legislative Recess

## Staff Report:

Since 2014, the City Council has observed a legislative recess during the summer to provide City staff and elected officials an opportunity to catch up on work, reenergize after a lengthy budget and strategic planning process, and prepare for the start of a new fiscal year. The purpose of this agenda item is to determine whether the City Council wants to, once again, consider a recess in 2018.

## Background:

Observing a legislative recess from a city's council meeting schedule is practiced by a majority of San Diego County cities that recess both in the summer and winter. Some cities, the State Legislature, and quasi-governmental entities such as the San Diego Association of Governments (SANDAG), recess over an entire month, generally in the summer. While National City does not have a formal recess scheduled for summer or winter, due to the holiday/ furlough closure, we have traditionally adjusted the meeting schedule in December and January to either dispense with or move one or more of the regular Tuesday meetings. In addition, for the past four years, the City Council voted to recess during the month of July, and in 2013, the Council voted to recess and dispense with the second meeting in July.

## Discussion:

To assist the City Council with its decision, staff notes the following:

- National City is holding a Special Municipal Election on Tuesday, June 5, which
  is also the date of the regularly scheduled City Council meeting. In accordance
  with National City Municipal Code (NCMC) Section 2.04.020, when a regular
  meeting of the City Council falls on a holiday or Election Day, no meeting will be
  held that week.
- There are five Tuesdays in May; as such, there will be five weeks between the May 15 regular meeting and the first (and only) regularly scheduled meeting on June 19.
- There are five Tuesdays in July. Should the Council recess in July, there would be seven weeks between meetings (June 19 August 7). A recess in July would result in one regular meeting in a twelve week period. As a reminder, the first meeting in August (this year, August 7) typically begins at 5:00 p.m., due to the "National Night Out Against Crime" event.
- In regards to the June Special Election, election results are anticipated to be certified by the Registrar of Voters around the first week in July. Should the Council recess in July, and there are no Council meetings until the first regularly scheduled meeting on August 7, the Council would be unable to accept the Certification until that meeting.
- Candidate filing dates for the 2018 General Municipal Election are from July 16 to August 10, 2018.

Provided for reference is a listing of upcoming meetings, community events and observed holidays for the summer months (Attachment 1). Please note that the calendar reflects only those events that we are aware of and have dates for; additionally, some of the events are tentative or do not yet have dates or are pending City Council approval.

## Staff Recommendation:

Staff requests City Council direction on observing a legislative recess. Should the Council desire a recess, staff recommends the Council consider the month of August. In accordance with NCMC Section 2.04.020, any regular meeting may be dispensed with by a vote.

June	
Event	Date
8 <sup>th</sup> Annual Mabuhay Festival	Saturday, June 2, 2018
Las Palmas 5k and 1-Mile Walk	Saturday, June 2, 2018
City of National City Special Election	Tuesday, June 5, 2018
Summer Movies in the Park	Friday, June 8, 2018
Neighborhood Council Breakfast	Saturday, June 9, 2018
City Council Meeting & Adoption of Annual Budget	Tuesday, June 19, 2018
Law Enforcement Night at the Padres	Friday, June 29, 2018
Lions Club Independence Day Carnival	Friday, June 29 - Wednesday, July 4, 2018
Miss National City Educational Pageant @ Kimball Park	Saturday, June 30, 2018
NCPD Reserve Officers Banquet	TBD
"National City Day" at San Diego County Fair	TBD
July	
Event	Date
Council Chamber AV Upgrade	Month of July
Grand Opening of Paradise Creek II	Late July/Early August
City Council Meeting	Tuesday, July 3, 2018
Independence Day (City Hall closed)	Wednesday, July 4, 2018
Scottish Rite Awards for Law Enforcement	Wednesday, July 11, 2018
Summer Movies In The Park	Saturday, July 14, 2018
City Council Meeting	Tuesday, July 17, 2018
Library's Summer Reading Program Party	Thursday, July 27, 2018
August	
Event	Date
Grand Opening of Paradise Creek II	Late July/Early August
Relay for Life	August 4-5, 2018
itelay for Life	1

City Council Meeting	Tuesday, August 7, 2018
Library's 3rd Annual "The Face Behind the Art" Art Festival	Tuesday, August 7 and 21, 2018
Padres Salute to Law Enforcement	August 10 or August 31
Auto Heritage Day	Saturday, August 11, 2018
Summer Movies in the Park	Friday, August 17, 2018
City Council Meeting	Tuesday, August 21, 2018
NCPD School Supply Give-away	TBD
Septembe	r
Event	Date
Labor Day (City Hall Closed)	Monday, September 3, 2018
City Council Meeting	Tuesday, September 4, 2018
Neighborhood Council Breakfast	Saturday, September 8, 2018
Summer Movies in the Park	Saturday, September 8, 2018
9/11 Memorial Breakfast & Remembrance Ceremony	Tuesday, September 11, 2018
9/11 Memorial Breakfast & Remembrance Ceremony City Council Meeting	Tuesday, September 11, 2018  Tuesday, September 18, 2018

Note: The City anticipants being awarded the 2018 Tidelands Activation Grant to support the Summer Family Fun Fitness Series at Pepper Park and the National City Aquatic Center. Dates will be determined once the grant has been awarded.

Saturday, September 29, 2018

TBD

**Bayside Brewfest** 

NCPD Use of Force Workshop

The following page(s) contain the backup material for Agenda Item: To consider a Motion to direct the City Attorney to hire outside counsel to conduct an investigation into the allegations that Councilmember Cano violated State law, which includes, but is not limited to, Government Code Section 87100 as it relates to inf

## CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 17, 2018 AGENDA ITEM NO. ITEM TITLE: NEW BUSINESS: To consider a Motion to direct the City Attorney to hire outside counsel to conduct an investigation into the allegations that Councilmember Cano violated State laws, which includes but is not limited to Government Code Section 87100 as it relates to influencing a governmental decision or staff decision in which he knows or has reason to know he has a financial interest, as well as, investigating any other allegations by or against Councilmember Cano. PREPARED BY: Angil P. Morris-Jones DEPARTMENT: City Attorney 336-4222 APPROVED BY: PHONE: **EXPLANATION:** At the April 3, 2018 City Council meeting, the City Council voted 4 to 0 to place the above-referenced Motion as an item on the April 17, 2018 City Council Agenda. FINANCIAL STATEMENT: APPROVED: \_\_\_\_\_ Finance APPROVED: MIS ACCOUNT NO. N/A **ENVIRONMENTAL REVIEW:** N/A FINAL ADOPTION: ORDINANCE: INTRODUCTION: STAFF RECOMMENDATION: N/A **BOARD / COMMISSION RECOMMENDATION:** N/A

ATTACHMENTS:

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority (CDC-HA) of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is not-to-exceed \$97,000 to be and remain a lien prior an

## CITY OF NATIONAL CITY, CALIFORNIA COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY **COUNCIL AGENDA STATEMENT**

**MEETING DATE:** AGENDA ITEM NO. April 17, 2018

## ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority (CDC-HA) of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is not-to-exceed \$97,000 to be and remain a lien prior and superior to a home purchase assistance loan on a single-unit property located at 1832 E Avenue in National City.

PREPARED BY:

Angelita Palma, Acting Comm. Dev. Manager

PHONE:

(619) 336-4219

DEPARTMENT:

Housing & Economic

Development

APPROVED BY

## **EXPLANATION:**

On March 11, 2002, the Community Development Commission of the City of National City ("CDC") made a loan for \$18,300 from the CDC's First-Time Homebuyer Program to assist in the purchase of a single family home located at 1832 E Avenue in National City. The City loan is deferred for thirty years and charged 3% simple interest which was forgiven after the tenth year of occupancy. Raul Meza and Claudia Meza ("Borrowers") are interested in refinancing the first mortgage loan on the property and have been approved for a new loan from Wells Fargo Bank, N.A. ("Lender").

The Lender is requiring that the CDC-HA execute the attached subordination agreement allowing the new loan to hold superior position to the CDC-issued loan. The CDC loan will maintain second lien position on the property. The purpose of the refinance is to reduce the interest rate paid to a fixed rate of 4.375% and there will be no cash proceeds to the Borrowers through the refinance. Staff has satisfactorily reviewed the combined loan-to-value, preliminary title report, new loan terms, and good faith estimate that outline the closing costs of the transaction.

FINANCIAL STATEMENT: ACCOUNT NO. n/a ENVIRONMENTAL REVIEW:	APPROVED:	Finance MIS
n/a  ORDINANCE: INTRODUCTION:   FINAL ADOPTION	ON:	
STAFF RECOMMENDATION: Adopt the Resolution.  BOARD / COMMISSION RECOMMENDATION: n/a		
ATTACHMENTS:  1. Subordination Agreement		

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RECORDING REQUESTED BY FIRST AMERICAN TITLE COMPANY AND WHEN RECORDED MAIL TO:

CITY OF NATIONAL CITY 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950 ATTN: HOUSING & ECONOMIC DEV

ORDER NO.: 1555487

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this <u>17th day of April 2018</u> by <u>Raul Meza and Claudia Meza</u>, owner of the land hereinafter described and hereinafter referred to as "Owners", and the <u>Community Development Commission-Housing Authority of the City of National City</u>, a public body, corporate and politic as present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary".

#### WITNESSETH

THAT WHEREAS, Owners has executed a deed of trust, dated <u>March 18, 2002</u>, to the <u>Community Development Commission-Housing Authority of the City of National City</u> as trustee, covering the Real property in the City of National City, County of San Diego, State of California, described as follows:

#### SEE ATTACHED LEGAL DESCRIPTION.

to secure a note in the sum of \$18,300, dated March 11, 2002, in favor of The Community Development Commission-Housing Authority of the City of National City, a public body, corporation and politic, which deed of trust was recorded March 18, 2002, Recording Number 2002-0224160 Official Records of said county; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor or Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any

prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He/She consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He/She intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Community Development Commission – Housing	
Authority of the City of National City	Raul Meza
By: Ron Morrison, Chairman	Claudia Meza
Beneficiary	Owner
(All signatures	must be acknowledged)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

COUNTY OF <u>SAN DIEGO</u>	<b>ss</b> :	
Onbefore me, <u>Angelita Pa</u> personally appeared <u>Ron Morrison</u> who basis of satisfactory evidence to be the personame(s) is/are subscribed to the within inst acknowledged to me that he/she/they executis/her/their authorized capacity(ies) and the signature(s) on the instrument the person(s) behalf of which the person(s) acted, execut I certify under PENALTY OF PERJURY of State of California that the foregoing paccorrect.	proved to me on the son(s) whose trument and uted the same in hat by his/her/their o, or the entity upon ted the instrument.	FOR NOTARY SEAL OR STAMP
WITNESS my hand and official seal.		
Signature		
which this certificate is attached, and not the	ne truthfulness, accuracy, or va	e identity of the individual who signed the document to lidity of that document.
which this certificate is attached, and not the STATE OF CALIFORNIA COUNTY OF	he truthfulness, accuracy, or val	
A notary public or other officer completing which this certificate is attached, and not the STATE OF CALIFORNIA COUNTY OF	he truthfulness, accuracy, or val	
which this certificate is attached, and not the STATE OF CALIFORNIA COUNTY OF	before me,  ctory evidence to be cribed to the within he/she/they executed city(ies) and that by the person(s), or the	lidity of that document.
which this certificate is attached, and not the STATE OF CALIFORNIA COUNTY OF  On  a Notary Public, personally appeared who proved to me on the basis of satisfact the person(s) whose name(s) is/are subscinstrument and acknowledged to me that the same in his/her/their authorized capachis/her/their signature(s)on the instrument entity upon behalf of which the person(s) instrument.  I certify under PENALTY OF PERJURY to State of California that the foregoing page	ss: before me, ctory evidence to be cribed to the within he/she/they executed city(ies) and that by the person(s), or the acted, executed the under the laws of the	lidity of that document.
which this certificate is attached, and not the STATE OF CALIFORNIA COUNTY OF  On  a Notary Public, personally appeared who proved to me on the basis of satisfathe person(s) whose name(s) is/are subscinstrument and acknowledged to me that the same in his/her/their authorized capachis/her/their signature(s)on the instrument entity upon behalf of which the person(s)	ss: before me, ctory evidence to be cribed to the within he/she/they executed city(ies) and that by the person(s), or the acted, executed the under the laws of the	lidity of that document.

### **LEGAL DESCRIPTION**

Real property in the City of National City, County of San Diego, State of California, described as follows:

LOT 13 AND THE SOUTH 15 FEET OF LOT 14, BLOCK 1 OF SUBDIVISION BY W.S. BULLIS, MAY 21, 1881 OF TEN ACRE LOT 14 OF QUARTER SECTION 153 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO MAP THEREOF NO. 201, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MAY 27, 1881.

ALSO THE SOUTHWESTERLY 10 FEET OF "E" AVENUE ADJOINING THE ABOVE DESCRIBED PROPERTY ON THE NORTHEAST, AS CLOSED JULY 20, 1915, BY RESOLUTION NO. 477 OF THE BOARD OF TRUSTEES OF THE CITY OF NATIONAL CITY.

APN: **560-231-11-00** 

#### RESOLUTION NO. 2018 -

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING
THE CHAIRMAN TO EXECUTE A SUBORDINATION AGREEMENT
ALLOWING A NEW MORTGAGE NOT-TO-EXCEED \$97,000 TO BE
AND REMAIN A LIEN PRIOR AND SUPERIOR TO A COMMUNITY
DEVELOPMENT COMMISSION FIRST-TIME HOMEBUYER
PROGRAM LOAN ON A SINGLE-FAMILY RESIDENCE
LOCATED AT 1832 "E" AVENUE IN NATIONAL CITY

WHEREAS, Raul Meza and Claudia Meza (the "Borrowers") are the owners of a single-family residence located at 1832 "E" Avenue in National City; and

WHEREAS, on March 11, 2002, the Community Development Commission (CDC) of the City of National City made a loan for \$18,300 from the CDC's First-Time Homebuyer Program to assist in the purchase of a single-family residence; and

WHEREAS, the Borrowers desire to refinance the existing first mortgage to reduce the interest rate to 4.375% for a term of 30 years with a new mortgage with a principal amount not-to-exceed \$97,000 from Wells Fargo Bank, N.A. ("Lender"); and

WHEREAS, in order to provide the loan, the Lender requires the subordination of the Deed of Trust that secures the CDC funds.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Commission-Housing Authority of the City of National City hereby authorizes the Chairman to execute a Subordination Agreement and any other Escrow related documents as necessary. After being recorded by the County of San Diego, the Subordination Agreement will be on file in the office of the City Clerk.

PASSED and ADOPTED this 17th day of April, 2017.

	Ron Morrison, Chairman
ATTEST:	
Leslie Deese, Secretary	
APPROVED AS TO FORM:	
Angil P. Morris City Attorney	